

Approved Counterparties on terms reasonably satisfactory to the First Lien Exit Facility Agent covering at least (a) 50% of then-current reasonably anticipated 2P PDP volumes, for each month during the first 12 months following the date of determination 45 days after the Closing Date (the “**Initial Measurement Period**”) and (b) 25% of the then-current reasonably anticipated 2P PDP volumes for each month during the six months immediately following the Initial Measurement Period and (ii) thereafter, the Borrower and Subsidiary Guarantors will maintain, as tested on a semi-annual basis on June 30 and December 31 of each year, hedging contracts with Approved Counterparties on terms reasonably satisfactory to the First Lien Exit Facility Agent covering at least (a) 50% of the reasonably anticipated 2P PDP volumes for each month on a rolling basis for the 12 months following the date of determination and (b) 25% of the reasonably anticipated 2P PDP volumes for each month on a rolling basis for months 13-18 following the date of determination; provided that reasonably anticipated 2P PDP volumes shall be as set forth in the most recently delivered Reserve Report and all such hedging contracts shall be at market prices at the time entered into; provided, further, that, notwithstanding anything to the contrary set forth above, if the Genovesa and/or Troika TA-3 well has come online on or prior to the date that is 45 days after the Closing Date, the volumes associated with such well, as applicable, shall be treated as PDP.

**RESERVE REPORT  
REQUIREMENTS:**

The Borrower must deliver, on a quarterly basis as of the last day of each fiscal quarter and (i) for the first three fiscal quarters, on or prior to the date on which the compliance certificate relating to such quarter is required to be delivered and (ii) for the fourth fiscal quarter, on or prior to the date that is 90 days after fiscal quarter end, to the First Lien Exit Facility Agent a reserve report in form and substance reasonably satisfactory to the First Lien Exit Facility Agent of the Loan Parties’ proved oil and gas properties (each, a “**Reserve Report**”) prepared and certified by the Borrower’s internal petroleum engineers; provided that at least one Reserve Report per fiscal year shall be prepared or audited by an independent third party reserve engineer (if audited, covering a minimum percentage to be agreed of the value of the Loan Parties’ proved oil and gas properties (the “**Minimum Percentage**”)) reasonably acceptable to the First Lien Exit Facility Agent. In addition, upon the request of the First Lien Exit Facility Agent in its sole discretion, the Borrower shall deliver to the First Lien Exit Facility Agent a third-party audit of the most recently delivered Reserve Report which is reasonably acceptable to the First Lien Exit Facility Agent and covers the Minimum Percentage (i) once upon request during any calendar year if no event of default has occurred and is continuing under any of the First Lien Exit Facility Documents or (ii) at any time so requested if an event of default has occurred and is continuing under any of the First Lien Exit Facility Documents.

**NEGATIVE COVENANTS:**

The First Lien Exit Facility Documents will contain usual and customary negative covenants for the Borrower and its restricted subsidiaries, including, without limitation, limitations on liens, debt, fundamental changes, dispositions, restricted payments, investments, prepayments of junior indebtedness, amendments to organizational documents and material contracts in a manner materially adverse to any Loan Party or the First Lien

Term Lenders, changes in nature of business, no foreign subsidiaries (other than the Closing Date Unrestricted Subsidiary and its subsidiaries), changes in fiscal year, burdensome agreements, transactions with affiliates, gas imbalances, take or pay arrangements, marketing of production and deposit accounts and to include a passive holding company covenant for NewCo, subject to thresholds, exceptions and materiality qualifiers to be agreed, but to include the following:

(i) with respect to limitations on indebtedness, baskets permitting (a) the Second Lien Exit Facility and any permitted refinancing thereof, (b) purchase money or capital lease indebtedness in an amount not to exceed \$10.0 million at any time outstanding, (c) indebtedness incurred in connection with the financing of new equipment in order to reduce near-term capital expenditures associated with deepwater projects not to exceed \$80.0 million, provided that such indebtedness is (x) not recourse to any Loan Party and (y) on terms acceptable to the First Lien Exit Facility Agent in its sole discretion, (d) indebtedness incurred by a Qualified Receivables Subsidiary in a Qualified Receivables Financing (to be defined, but to include customary limitations, terms and conditions to be agreed) that is not recourse to any Loan Party (which shall not constitute “indebtedness” for any calculation under the First Lien Exit Facility Documents), (e) letters of credit with a face amount not in excess of \$50.0 million and (f) general unsecured debt not to exceed \$10.0 million at any time outstanding;

(ii) with respect to limitations on liens, baskets permitting (a) liens on debt permitted to be incurred as described in clauses (i)(a), (i)(b) (limited to the assets subject to such indebtedness), (i)(c) (limited to liens on the new equipment so financed), (i)(d), and (i)(e) (limited to liens on cash collateral) above, and (b) liens securing debt (other than debt for borrowed money) not to exceed \$10.0 million;

(iii) with respect to limitations on dispositions, a basket permitting (a) dispositions of the Loan Parties’ investment in Mexico, (b) dispositions of assets constituting PDP, PDNP and related infrastructure assets in an amount not to exceed \$30.0 million during the term of the First Lien Exit Facility, (c) transfer of accounts receivable and related assets in connection with a Qualified Receivables Financing, (d) transfers of assets among Loan Parties and (e) dispositions of other assets in an amount not to exceed \$100.0 million during the term of the First Lien Exit Facility, so long as, in each case, (x) 85% of the consideration therefor is in the form of cash and cash equivalents, (y) no event of default shall have occurred and be continuing and (z) the notice and mandatory prepayment provisions are complied with;

(iv) with respect to limitations on distributions, a basket permitting (a) tax distributions, (b) payment of other customary corporate and overhead items and (c) distributions of receivables in connection with a Qualified Receivables Financing;

(v) with respect to limitations on investments, baskets permitting (a) investments in joint ventures, so long as no event of default shall exist or result therefrom and the aggregate amount of such investments shall not

exceed \$5.0 million in any fiscal year, (b) acquisitions of additional oil and gas properties, (c) investments in the Borrower and Subsidiary Guarantors, (d) so long as no event of default shall exist or result therefrom, investments in the Closing Date Unrestricted Subsidiary and its subsidiaries to fund capital calls required pursuant to the organizational documents of Fieldwood Mexico B.V., which investments shall not exceed, in any fiscal year, the sum of (1) an amount equal to G&A reimbursements received in cash by the Loan Parties from the Closing Date Unrestricted Subsidiary during such fiscal year and (2) \$5.0 million (provided that the amount pursuant to this clause (2) shall be \$10.0 million for the fiscal year ending December 31, 2021), (e) investments in or by a Qualified Receivables Subsidiary or other investments, in each case, in connection with a Qualified Receivables Financing and (f) other investments and acquisitions in an amount not to exceed \$20.0 million in the aggregate at any time outstanding; and

(vi) with respect to limitations on prepayments of junior indebtedness, a basket for a prepayment of indebtedness outstanding under the Second Lien Exit Facility Credit Agreement once in respect of each fiscal quarter, commencing upon the Variable Amortization Trigger Date, in an amount not to exceed 25% of the amount of Consolidated Excess Cash as of the last day of such fiscal quarter so long as (a) the aggregate principal amount of First Lien Term Loans outstanding under the First Lien Exit Facility shall be less than \$80.0 million, (b) after giving effect to such payment, the pro forma First Lien Leverage Ratio of the Borrower and Subsidiary Guarantors shall be less than 0.5:1.00, (c) any such prepayments of indebtedness outstanding under the Second Lien Exit Facility Credit Agreement shall be subject to and accompanied by a dollar-for-dollar prepayment of First Lien Term Loans, (d) no event of default has occurred and is continuing immediately prior to or after giving effect to such prepayment of indebtedness and (e) such prepayment of indebtedness is made within 5 business days following the end of such fiscal quarter.

The First Lien Exit Facility Documents shall also include limitations on commodity swap arrangements, including that:

(i) they are limited to a maximum duration of 60 months;

(ii) shall cover notional volumes of not more than, at the time such swap agreement is entered into, for each calendar month 85% of reasonably anticipated production from proved developed producing reserves of crude oil, natural gas and natural gas liquids (calculated separately), as set forth in the most recently delivered Reserve Report; provided that, if, after the end of any calendar quarter, commencing with the first calendar quarter ending after the Closing Date, the Borrower determines that the aggregate weighted average of the notional volumes of all swap agreements in respect of commodities for such calendar quarter (other than basis differential swaps on volumes already hedged pursuant to other swap agreements) exceeded 100% of actual production of hydrocarbons in such calendar quarter, then the Borrower (i) shall promptly notify the First Lien Exit Facility Agent of such determination and (ii) shall, within 45 days of such determination, terminate (only to the extent such terminations are permitted pursuant to the asset sale and hedge unwind negative covenant), create off-setting positions,

or otherwise unwind or monetize (only to the extent such unwinds or monetizations are permitted pursuant to the asset sale and hedge unwind covenant) existing swap agreements such that, at such time, future hedging volumes will not exceed 100% of reasonably anticipated projected production for the then-current and any succeeding calendar quarters; and

(iii) all purchased put options or price floors for hydrocarbons shall be excluded for purposes of the foregoing volume limitations on commodity swap arrangements.

#### FINANCIAL COVENANTS:

Financial covenants shall consist of the following to be tested quarterly as of the last day of each fiscal quarter:

(i) a Maximum Ratio of Total Net Debt (as defined below) to EBITDA (as defined below) of 2.25:1.00 (the “**Total Net Leverage Ratio**”); and

(ii) a minimum asset coverage ratio of at least 2.25:1.00 (the “**Minimum Asset Coverage Ratio**”) (with “**Asset Coverage Ratio**” to be defined in a manner to be agreed, but in any event to be the ratio of (a) total 2P Producing PV-10 of the Loan Parties plus solely through and including the last day of the fiscal quarter ending September 30, 2021, the PV-15 attributable to the Genovesa and Troika TA-3 wells (which thereafter shall only be included to the extent comprising 2P Producing wells), in each case as set forth in the most recently delivered Reserve Report, plus the present value (positive or negative) of the mark-to-market commodity hedge positions at the time of the most recently delivered Reserve Report discounted at 10% per annum, less the present value of the estimated plugging and abandonment costs of the Borrower and Subsidiary Guarantors’ wells and any related assets at such time, discounted at 10% per annum (provided such estimated costs and timing assumptions shall be consistent with historical practices and otherwise reasonably acceptable to the First Lien Exit Facility Agent) plus any PDNP or PDBP which is capable of producing without incurring any additional capital as well as any PDNP previously included as PDP reserves and anticipated to be returned to PDP within (1) two months of the delivery of the reserve report so long as any capital required to return to production is incorporated in the PV-10 values and (2) within three to ten months of the delivery of the reserve report so long as (A) any capital required to return to production is incorporated in the PV-10 values and (B) the total amount of this clause (a) that is attributable to such reserves described in this sub-clause (2) does not exceed more than 10% of such total amount (calculated prior to giving effect to the additions of reserves described in this sub-clause (2)); provided that appropriate deductions shall be made for severance and ad valorem taxes, and for operating, gathering, transportation, marketing costs and other costs required for the production and sale of such oil and gas properties to (b) the outstanding balance of the First Lien Term Loans as of such last day of such fiscal quarter net of Consolidated Excess Cash; provided that for purposes of calculating total 2P Producing PV-10 (and the PV-15 attributable to the Genovesa and Troika TA-3 wells, if and when applicable) the price deck and mark-to-market hedge valuation shall utilize the average NYMEX strip calculated during the 30 calendar days preceding the “as of” date of the most recently delivered Reserve Report (held flat after year 5 at

the average 5th year prices) and including basis differentials determined by the Borrower in a manner consistent with historical and customary industry practices, such differentials being subject to the approval of the First Lien Exit Facility Agent).

As used herein, “**Total Net Debt**” means (a) the sum of (without duplication) all debt consisting of Capitalized Lease Obligations (to be defined), all reimbursement obligations (whether contingent or otherwise) in respect of letters of credit (other than to the extent fully cash collateralized or to the extent in respect of undrawn letters of credit with an aggregate face amount not in excess of \$25.0 million), debt for borrowed money and debt evidenced by notes, loan agreements, debentures, indentures or similar instruments, disqualified capital stock, accounts payable and liabilities in respect of obligations to pay the deferred purchase price of any assets or services (to the extent greater than 60 days past due, unless disputed in good faith), and any of the foregoing debt of other persons in the amount secured by a lien on the assets of the Borrower or any Subsidiary Guarantor or in the amount guaranteed by the Borrower or any Subsidiary Guarantor, in each case, of the Borrower or any Subsidiary Guarantor on such date (other than intercompany indebtedness) and, to the extent appearing on the balance sheet of the Borrower, determined on a consolidated basis in accordance with GAAP (provided that (x) the amount of any Capitalized Lease Obligations or any such debt issued at a discount to its face value shall be determined in accordance with GAAP and (y) permitted indebtedness incurred in connection with a the financing of new equipment in order to reduce near-term capital expenditures associated with deepwater projects shall be excluded from the definition of Total Net Debt) less (b) the amount that (i) all unrestricted cash on hand of the Borrower and Subsidiary Guarantors (to the extent held in deposit accounts subject to control agreements with the First Lien Exit Facility Agent as secured party) exceeds (ii) \$50,000,000.

As used herein, “**EBITDA**” means, of the Borrower and the Subsidiary Guarantors, for any period, the sum of Consolidated Net Income (to be defined, but which shall, in any event, (x) include adjustments for gains and/or losses with respect to hedge unwinds over the applicable period covered by such unwound hedges and (y) include proceeds of any payments from BP related to the Isabela transaction) for such period plus the following expenses or charges to the extent deducted from consolidated net income in such period: interest, income taxes, depreciation, depletion, amortization, exploration expenses, actual costs and expenses of the Loan Parties incurred in connection with the Restructuring Transactions, other noncash charges, and losses from asset dispositions (other than Hydrocarbons produced in the ordinary course of business and other than hedge unwinds), minus (x) all gains from asset dispositions (other than Hydrocarbons produced in the ordinary course of business and other than hedge unwinds), (y) all general and administrative expenses during such period to the extent such expenses were not deducted from consolidated net income in such period (e.g. capitalized general and administrative expenses) and (z) all noncash income, in each case to the extent added to consolidated net income in such period; provided, however, that for the purposes of calculating EBITDA for any period of four consecutive fiscal quarters

(each, a “**Reference Period**”), if during such Reference Period the Loan Parties shall have made a material disposition or material acquisition (with materiality thresholds to be agreed in the definitive documentation), EBITDA for such Reference Period shall be calculated after giving pro forma effect thereto as if such disposition or acquisition by the Loan Parties occurred on the first day of such Reference Period with such pro forma adjustments being determined in good faith by a financial officer of the Borrower and reasonably acceptable to the First Lien Exit Facility Agent. EBITDA for the first three fiscal quarters following the Closing Date will be annualized on a building basis (i.e. first full quarter multiplied by four, first two fiscal quarters multiplied by 2 and first three fiscal quarters multiplied by 4/3).

The First Lien Exit Facility Documents will permit equity cures not more than two times (non-consecutively) per four fiscal quarter period and not more than three times over the life of the First Lien Exit Facility, provided that the proceeds of such equity cure are used to repay First Lien Term Loans in order for the Borrower to be in compliance with the applicable financial covenant.

#### **EVENTS OF DEFAULT:**

The First Lien Exit Facility Documents shall contain usual and customary events of default (with customary thresholds and grace periods) for financings of this type, including without limitation: nonpayment of principal, interest, fees or other amounts when due (with a 3 business day grace period for interest, fees and other non-principal amounts); failure to perform affirmative covenants (with exceptions and grace periods to be agreed), negative covenants and the Financial Covenants (and the affirmative covenants to provide notice of default or maintain the Borrower’s corporate existence); any representation or warranty incorrect in any material respect when made or deemed made; cross-default to the Second Lien Exit Facility and other indebtedness having an aggregate principal amount in excess of \$10.0 million; bankruptcy or insolvency proceedings of any Loan Party (with a 60-day grace period for involuntary events); final non-appealable monetary judgments to the extent not covered by indemnities or insurance in an amount in excess of \$10.0 million; ERISA events, subject to material adverse effect; invalidity of any guarantee or the First Lien Exit Facility Agent’s lien under the security documents; and change of control.

#### **SECOND LIEN INTERCREDITOR AGREEMENT:**

Usual and customary including:

- (i) 180 day standstill;
- (ii) identical (subject to conforming changes) collateral and security instruments (to be based on first lien security documents);
- (iii) automatic release of second liens upon release of same collateral by First Lien Exit Facility Agent (to the extent such collateral was permitted to be sold under the Second Lien Exit Facility documentation); and
- (iv) second lien holders prohibited from contesting or proposing a DIP financing (subject to a DIP cap to be agreed) without consent of First Lien Exit Facility Agent except that (a) they may propose a DIP financing that would repay the First Lien Exit Facility in full in cash and (b) they may



propose a DIP financing that is junior in priority to the First Lien Exit Facility in the event that the First Lien Term Lenders have declined to propose a DIP financing or failed to timely propose a DIP financing (such timing to be agreed in the intercreditor agreement).

**VOTING:**

Amendments, waivers and other modifications to the First Lien Exit Facility Documents shall require the consent of First Lien Term Lenders holding more than 50.0% of First Lien Term Loans (the “**Required Lenders**”); provided, however, that in the event that at any time there are two or more unaffiliated First Lien Term Lenders, the consent of at least two First Lien Term Lenders shall be required for Required Lenders.

Certain amendments, waivers and other modifications shall require the consent of all First Lien Term Lenders, including, without limitation, reduction to the interest rate, extension of maturity, extension or waiver of scheduled repayments, reduction of principal, increasing a commitment, alteration of the pro rata application of repayments, amending or waiving voting or funding conditions, the First Lien Exit Facility Agent’s indemnification, releasing substantially all Collateral or Guarantors, subordinating the obligations under the First Lien Exit Facility or the liens on the Collateral (in each case, subject to customary exceptions) and consenting to the assignment or transfer of the Borrower’s obligations under the First Lien Exit Facility Documents (except in connection with a transaction expressly permitted or not prohibited thereby).

**TAXES, RESERVE REQUIREMENTS AND INDEMNITIES:**

All payments are to be made free and clear of any taxes, subject to usual and customary exceptions.

The Loan Parties will indemnify the First Lien Term Lenders against all increased costs of capital resulting from reserve requirements or otherwise imposed, in each case subject to customary increased costs, capital adequacy and similar provisions to the extent not taken into account in the calculation of ABR or Adjusted LIBOR.

**ASSIGNMENTS:**

Customary and appropriate provisions relating to assignments and participations by the First Lien Term Lenders; provided that the Borrower shall have the right to consent to any assignment by a First Lien Term Lender (such consent not to be unreasonably withheld, conditioned, or delayed) unless (a) an event of default has occurred and is continuing or (b) such assignment is to another First Lien Term Lender, an affiliate of any First Lien Term Lender or an “approved fund”.

**INDEMNIFICATION; EXPENSES:**

Customary and appropriate provisions relating to indemnity, expense reimbursement and related matters in a form reasonably satisfactory to the First Lien Exit Facility Agent, with standards consistent with those set forth on **Annex A** to the Commitment Letter to which this **Annex B** is attached.

**CHOICE OF LAW; JURISDICTION:**

The First Lien Exit Facility Documents will be governed by and construed in accordance with the laws of the State of New York. The Loan Parties will submit to the non-exclusive jurisdiction and venue of the federal and state courts of the State of New York and shall waive any right to trial by jury.

**COUNSEL TO THE FIRST LIEN EXIT FACILITY**

Vinson & Elkins LLP

**AGENT:**



**EXHIBIT A**

Part A: Approved Cash Management and Treasury Services Providers

Capital One, National Association and its affiliates

Part B: Approved Hedge Counterparties

J. Aron & Company LLC and its affiliates

Morgan Stanley Capital Group Inc. and its affiliates

Shell Trading Risk Management, LLC and its affiliates

Macquarie Bank Limited and its affiliates

BP Energy Company and its affiliates

Annex C

Plan

IN THE UNITED STATES BANKRUPTCY COURT  
 FOR THE SOUTHERN DISTRICT OF TEXAS  
 HOUSTON DIVISION

In re: § Chapter 11  
 FIELDWOOD ENERGY LLC, *et al.*, § Case No. 20-33948 (MI)  
 Debtors.<sup>1</sup> § (Jointly Administered)  
 §

**THIRD AMENDED JOINT CHAPTER 11 PLAN OF  
 FIELDWOOD ENERGY LLC AND ITS AFFILIATED DEBTORS**

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*Attorneys for Debtors  
 and Debtors in Possession*

Dated: March 24, 2021  
 Houston, Texas

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<sup>1</sup> The Debtors in these chapter 11 cases, along with the last four digits of each Debtor's federal tax identification number, as applicable, are: Dynamic Offshore Resources NS, LLC (0158); Fieldwood Energy LLC (6778); Fieldwood Energy Inc. (4991); Fieldwood Energy Offshore LLC (4494); Fieldwood Onshore LLC (3489); Fieldwood SD Offshore LLC (8786); Fieldwood Offshore LLC (2930); FW GOM Pipeline, Inc. (8440); GOM Shelf LLC (8107); Bandon Oil and Gas GP, LLC (9172); Bandon Oil and Gas, LP (9266); Fieldwood Energy SP LLC (1971); Galveston Bay Pipeline LLC (5703); and Galveston Bay Processing LLC (0422). The Debtors' primary mailing address is 2000 W. Sam Houston Parkway S., Suite 1200, Houston, TX 77042.

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Each of Fieldwood Energy LLC; Fieldwood Energy Inc.; Dynamic Offshore Resources NS, LLC; Fieldwood Energy Offshore LLC; Fieldwood Onshore LLC; Fieldwood SD Offshore LLC; Fieldwood Offshore LLC; FW GOM Pipeline, Inc.; GOM Shelf LLC; Bandon Oil and Gas GP, LLC; Bandon Oil and Gas, LP; Fieldwood Energy SP LLC; Galveston Bay Pipeline LLC; and Galveston Bay Processing LLC (each, a “*Debtor*” and collectively, the “*Debtors*”) proposes the following joint chapter 11 plan of reorganization pursuant to section 1121(a) of the Bankruptcy Code. Capitalized terms used herein shall have the meanings set forth in Section 1.1 below.

## **ARTICLE I. DEFINITIONS AND INTERPRETATION.**

### **1.1 Definitions.**

The following terms shall have the respective meanings specified below:

**363 Credit Bid Transaction** means the sale of the Credit Bid Acquired Interests to the Credit Bid Purchaser pursuant to section 363 of the Bankruptcy Code on substantially the same terms as provided in the Credit Bid Purchase Agreement in accordance with Section 5.2(c) of this Plan.

**Abandoned Properties** means the Debtors’ rights to and interests in executory contracts and unexpired federal leases, rights-of-way, and right-of-use-and-easements listed on the Schedule of Abandoned Properties (as amended, supplemented, or otherwise modified from time to time).

**Accepting Class** means a class of Claims or Interests that votes to accept this Plan in accordance with section 1126 of the Bankruptcy Code.

**Ad Hoc Group of Secured Lenders** means the ad hoc group of holders of Prepetition FLTL Loans and Prepetition SLTL Loans that is represented by the Ad Hoc Group of Secured Lenders Advisors.

**Ad Hoc Group of Secured Lenders Advisors** means Davis Polk & Wardwell LLP, Haynes and Boone LLP, Gordon, Arata, Montgomery, Barnett, McCollam, Duplantis & Eagan, LLC, Rothschild & Co US Inc. and Intrepid Financial Partners, LLC and any local or foreign advisors.

**Ad Hoc Group of Prepetition SLTL Lenders** means that certain ad hoc group of holders of Prepetition SLTL Loans that is represented by the Ad Hoc Group of Prepetition SLTL Advisors.

**Ad Hoc Group of Prepetition SLTL Lenders Advisors** means only Kasowitz Benson Torres LLP.



***Additional Predecessor Agreement*** means any consensual agreement that the Debtors may enter into prior to the Confirmation Date with any entity or entities in the chain of title, co-working interest owner(s), or other related party for any of the Abandoned Properties.

***Additional Predecessor Agreement Documents*** means any agreements or documents contemplated by and necessary to the consummation of an Additional Predecessor Agreement.

***Administrative Expense Claim*** means any Claim constituting a cost or expense of administration incurred during the Chapter 11 Cases of a kind specified under section 503(b) of the Bankruptcy Code and entitled to priority under sections 507(a)(2), 507(b), or 1114(e)(2) of the Bankruptcy Code (other than DIP Claims and Postpetition Hedge Claims), including (a) the actual and necessary costs and expenses incurred after the Petition Date and through the Effective Date of preserving the Estates and operating the businesses of the Debtors (such as wages, salaries, or commissions for services and payments for goods and other services and leased premises), and (b) Fee Claims.

***Allowed*** means, with respect to any Claim against or Interest in a Debtor, (a) (i) that is timely filed by the bar dates established in the Chapter 11 Cases, or (ii) as to which there exists no requirement for the holder of a Claim to file such Claim under the Plan, the Bankruptcy Code, the Bankruptcy Rules or a Final Order, (b) (i) that is listed in the Schedules as not contingent, not unliquidated, and not disputed, and (ii) for which no contrary proof of claim has been timely filed, or (c) allowed under the Plan or by a Final Order (including the DIP Order). With respect to any Claim described in clause (a) above, such Claim will be considered allowed only if, and to the extent that, (A) no objection to the allowance of such Claim has been asserted, or may be asserted, on or before the time period set forth in the Plan, and no request for estimation or other challenge, including pursuant to section 502(d) of the Bankruptcy Code or otherwise, has been interposed and not withdrawn within the applicable period fixed by the Plan or applicable law, (B) an objection to such Claim is asserted and such Claim is subsequently allowed pursuant to a Final Order, (C) such Claim is settled pursuant to an order of the Bankruptcy Court, or (D) such Claim is allowed pursuant to the Plan or any agreements related thereto and such allowance is approved and authorized by the Bankruptcy Court; *provided, however*, that notwithstanding the foregoing, the Post-Effective Date Debtors shall retain all claims and defenses with respect to Allowed Claims that are reinstated or otherwise unimpaired pursuant to the Plan. If a Claim is Allowed only in part, any provisions hereunder with respect to Allowed Claims are applicable solely to the Allowed portion of such Claim. Notwithstanding the foregoing, unless expressly waived herein, the Allowed amount of Claims or Interests shall be subject to and shall not exceed the limitations or maximum amounts permitted by the Bankruptcy Code, including sections 502 or 503 of the Bankruptcy Code, to the extent applicable.

***Amended Organizational Documents*** means the certificates of incorporation, certificates of formation, bylaws, limited liability company agreements, stockholders agreement, and the operating agreements or other similar organizational or formation documents, as applicable, of the Post-Effective Date Debtors.

***Apache*** means Apache Corporation.

**Apache Definitive Documents** has the meaning set forth in the Apache Implementation Agreement.

**Apache Fees and Expenses** has the meaning set forth in the Apache Implementation Agreement.

**Apache Implementation Agreement** means that certain Implementation Agreement, dated January 1, 2021, by and among Debtor Fieldwood Energy LLC and Debtor GOM Shelf LLC, on the one hand, and the Apache PSA Parties on the other hand, as may be amended, restated, or otherwise modified pursuant to the terms thereof; *provided* that such amendment, restatement, or other modification is reasonably acceptable to the Debtors, the Apache PSA Parties, the Required DIP Lenders and Requisite FLTL Lenders.

**Apache Implementation Costs** has the meaning ascribed to “Implementation Costs” in the Apache Implementation Agreement.

**Apache PSA Parties** means, collectively, Apache, Apache Shelf, Inc., Apache Deepwater LLC, and Apache Shelf Exploration LLC.

**Apache Term Sheet** has the meaning set forth in the Restructuring Support Agreement.

**Asset** means all of the rights, title, and interests of a Debtor in and to property of whatever type or nature (including real, personal, mixed, intellectual, tangible, and intangible property).

**Assumption Dispute** means an unresolved objection regarding assumption or assumption and assignment of an executory contract or unexpired lease pursuant to section 365 of the Bankruptcy Code, including objections based on the appropriate Cure Amount or “adequate assurance of future performance” (within the meaning of section 365 of the Bankruptcy Code).

**Avoidance Actions** means all claims and causes of action that may be commenced by or on behalf of the Debtors pursuant to sections 544, 545, 547, 548, 549, 550 and 551 of the Bankruptcy Code or similar nonbankruptcy law, including similar or related state or federal statute and common law.

**Backstop Commitment Premium Equity Interests** means the Second Lien Backstop Commitment Premium Equity Interests, the FLTL ERO Backstop Commitment Premium Equity Interests, and the SLTL ERO Backstop Commitment Premium Equity Interests.

**Bankruptcy Code** means title 11 of the United States Code, 11 U.S.C. §§ 101-1532, as amended from time to time, as applicable to these Chapter 11 Cases.

**Bankruptcy Court** means the United States Bankruptcy Court for the Southern District of Texas having jurisdiction over the Chapter 11 Cases and, to the extent of any reference made under section 157 of title 28 of the United States Code or the Bankruptcy Court

is determined not to have authority to enter a Final Order on an issue, the District Court having jurisdiction over the Chapter 11 Cases under section 151 of title 28 of the United States Code.

**Bankruptcy Rules** means the Federal Rules of Bankruptcy Procedure as promulgated by the Supreme Court of the United States under section 2075 of title 28 of the United States Code, as amended from time to time, applicable to the Chapter 11 Cases, and any local rules of the Bankruptcy Court.

**Business Day** means any day other than a Saturday, a Sunday or any other day on which banking institutions in New York, New York are authorized or required by law or executive order to close.

**Cash** means legal tender of the United States of America.

**Cause of Action** means any action, claim, cross-claim, third-party claim, cause of action, controversy, dispute, demand, right, Lien, indemnity, contribution, guaranty, suit, obligation, liability, loss, debt, fee or expense, damage, interest, judgment, cost, account, defense, remedy, offset, power, privilege, proceeding, license, and franchise of any kind or character whatsoever, known, unknown, foreseen or unforeseen, existing or hereafter arising, contingent or non-contingent, matured or unmatured, suspected or unsuspected, liquidated or unliquidated, disputed or undisputed, secured or unsecured, assertable directly or derivatively (including any alter ego theories), whether arising before, on, or after the Petition Date, in contract or in tort, in law or in equity or pursuant to any other theory of law (including under any state or federal securities laws). For the avoidance of doubt, Cause of Action also includes (a) any right of setoff, counterclaim, or recoupment and any claim for breach of contract or for breach of duties imposed by law or in equity, (b) the right to object to Claims or Interests, (c) any claim pursuant to section 362 or chapter 5 of the Bankruptcy Code (including claims and causes of action arising under section 544, 545, 547, 548, 549, 550, and 551 of the Bankruptcy Code), (d) any claim or defense, including fraud, mistake, duress, and usury and any other defenses set forth in section 558 of the Bankruptcy Code, and (e) any state law fraudulent transfer or preferential transfer claim.

**Chapter 11 Case(s)** means, with respect to a Debtor, such Debtor's case under chapter 11 of the Bankruptcy Code commenced on the Petition Date in the Bankruptcy Court, jointly administered with all other Debtors' cases under chapter 11 of the Bankruptcy Code.

**Claim** means a "claim," as defined in section 101(5) of the Bankruptcy Code, against any Debtor.

**Claims Reserve** means one or more segregated accounts not subject to the Liens of the Prepetition Agents or DIP Agent, which shall be established on or immediately before the Effective Date and funded on the Effective Date with Cash to pay (or reserve for payment of) any (i) Allowed Administrative Expense Claims, (ii) Allowed Priority Tax Claims, (iii) Allowed Priority Non-Tax Claims, (iv) Allowed Other Secured Claims, (v) Allowed Unsecured Trade Claims, and (vi) Cure Amounts; *provided, however*, that all Cash remaining in the Claims Reserve after payment of all relevant Allowed Claims and Cure Amounts in accordance with the terms of this Plan shall constitute Residual Distributable Value; *provided further* that the funding

of the Claims Reserve shall be consistent with the terms of the Second Lien Backstop Commitment Letter.

***Claims Reserve Amount*** means the aggregate amount of Cash, as determined by the Debtors with (i) the consent of the Required DIP Lenders and Requisite FLTL Lenders and (ii) the reasonable consent of the Creditors' Committee solely with respect to the amount of the Claims Reserve on account of Allowed Unsecured Trade Claims, necessary to satisfy all (a) Allowed Administrative Expense Claims, (b) Allowed Priority Tax Claims, (c) Allowed Priority Non-Tax Claims, (d) Allowed Other Secured Claims, (e) Allowed Unsecured Trade Claims, and (f) Cure Amounts, which aggregate amount shall be funded into the Claims Reserve on the Effective Date.

***Class*** means any group of Claims or Interests classified under the Plan pursuant to section 1122 and 1123(a)(1) of the Bankruptcy Code.

***Collateral*** means any Asset of an Estate that is subject to a Lien securing the payment or performance of a Claim, which Lien is not invalid, is properly perfected as of the Petition Date, and is not subject to avoidance under the Bankruptcy Code or applicable nonbankruptcy law.

***Confirmation Date*** means the date on which the Clerk of the Bankruptcy Court enters the Confirmation Order.

***Confirmation Hearing*** means the hearing to be held by the Bankruptcy Court regarding confirmation of the Plan, as such hearing may be adjourned or continued from time to time.

***Confirmation Order*** means the order of the Bankruptcy Court, in form and substance acceptable to the Debtors, the Required DIP Lenders, the Requisite FLTL Lenders, the Prepetition FLFO Administrative Agent, and the Creditors' Committee, confirming the Plan pursuant to section 1129 of the Bankruptcy Code.

***Confirmation Outside Date*** means May 10, 2021 or such later date as may be mutually agreed between the Debtors, the Required DIP Lenders, and the Requisite FLTL Lenders.

***Consenting Creditors*** means the Prepetition FLTL Lenders, together with their respective successors and permitted assigns, and the Prepetition SLTL Lenders, together with their respective successors and permitted assigns, that are party to, or have executed a joinder to, the Restructuring Support Agreement.

***Credit Bid Acquired Interests*** has the meaning ascribed to "Acquired Interests" set forth in the Credit Bid Purchase Agreement.

***Credit Bid Assumed Liabilities*** has the meaning ascribed to "Assumed Liabilities" set forth in the Credit Bid Purchase Agreement.

***Credit Bid Consent Rights*** means any right of consent, notice, and other similar rights, if any, that are applicable to the sale of the Credit Bid Acquired Interests in connection with the Credit Bid Purchase Agreement.

***Credit Bid Permitted Encumbrances*** has the meaning ascribed to “Permitted Encumbrances” set forth in the Credit Bid Purchase Agreement.

***Credit Bid Purchase Agreement*** means that certain Purchase and Sale Agreement, by and between Fieldwood Energy LLC, the other seller parties, and the Credit Bid Purchaser and NewCo, together with any and all related agreements, annexes, exhibits and schedules in connection therewith, as amended, supplemented or otherwise modified from time to time, which shall be in form and substance acceptable to the Debtors, the Requisite FLTL Lenders, and the Required DIP Lenders; *provided* that any modifications to the Credit Bid Purchase Agreement from the version attached to the draft of the Disclosure Statement at Docket No. 1022 shall require the consent of the Prepetition FLFO Administrative Agent (not to be unreasonably withheld with respect to the following clauses (b) and (e)) to the extent that such modification (a) individually or in the aggregate, results in a reduction of 10% or more of the total PV-10 of total 2P reserves comprising the assets acquired by the Credit Bid Purchaser (which shall be calculated by reference to the FWE YE2020 Internal Reserve Report (as of 5.1.21)), (b) results in any contract rights constituting material assets not being acquired by the Credit Bid Purchaser, (c) individually or in the aggregate, results in an increase by \$40.0 million or more (which, for the avoidance of doubt, in the case of plugging and abandonment liabilities, shall be calculated on a present value basis) in liabilities assumed by the Credit Bid Purchaser, (d) relates to any change in treatment of the Prepetition FLFO Credit Agreement or First Lien Exit Facility, or (e) provide for any differences from the the draft of the Disclosure Statement at Docket No. 1022 that are materially adverse to the interests of the First Lien Exit Facility Agent and the First Lien Exit Facility Lenders.

***Credit Bid Purchaser*** means [●], a newly formed special purpose bidding entity, as purchaser of certain of the Debtors’ assets pursuant to and in accordance with the Credit Bid Purchase Agreement.

***Credit Bid Preferential Purchase Rights*** has the meaning ascribed to “Preferential Right” set forth in the Credit Bid Purchase Agreement.

***Credit Bid Transaction*** means the sale of the Credit Bid Acquired Interests to the Credit Bid Purchaser pursuant to the Credit Bid Purchase Agreement.

***Credit Bid Transaction Closing*** means “Closing” as defined in the Credit Bid Purchase Agreement.

***Creditors’ Committee*** means the Official Committee of Unsecured Creditors appointed by the U.S. Trustee in these Chapter 11 Cases pursuant to section 1102 of the Bankruptcy Code as it may be reconstituted from time to time.

***Cure Amount*** means the payment of Cash or the distribution of other property (as the parties may agree or the Bankruptcy Court may order) necessary to (a) cure a monetary default by the Debtors in accordance with the terms of an executory contract or unexpired lease

and (b) permit the Debtors to assume such executory contract or unexpired lease under section 365(a) of the Bankruptcy Code.

**Cure Notice** means the notice of proposed Cure Amount to be paid in connection with an executory contract or unexpired lease of the Debtors that may be assumed or assumed and assigned under the Plan pursuant to section 365 of the Bankruptcy Code, which shall include (a) procedures for objecting to proposed assumptions or assumptions and assignments of executory contracts and unexpired leases, (b) any Cure Amount to be paid in connection therewith, and (c) procedures for resolution by the Bankruptcy Court of any related disputes.

**D&O Policy** means any insurance policy, including tail insurance policies, for directors', members', trustees', and officers' liability providing coverage to the Debtors and in effect or purchased as of the Petition Date.

**Debtor(s)** has the meaning set forth in the introductory paragraph of the Plan.

**Debtor in Possession** means, with respect to a Debtor, that Debtor in its capacity as a debtor in possession pursuant to sections 1101, 1107(a), and 1108 of the Bankruptcy Code.

**Decommissioning Agreement** means that Decommissioning Agreement, dated as of September 30, 2013, by and among the Apache PSA Parties, Fieldwood Energy LLC, and the other parties thereto.

**Decommissioning Security** has the meaning set forth in the Apache Implementation Agreement.

**Definitive Documents** has the meaning set forth in the Restructuring Support Agreement.

**DIP Agent** means Cantor Fitzgerald Securities, solely in its capacity as administrative agent and collateral agent under the DIP Facility Credit Agreement, its successors, assigns, or any replacement agent appointed pursuant to the terms of the DIP Facility Credit Agreement.

**DIP Claim** means any Claim held by the DIP Lenders or the DIP Agent arising under or relating to the DIP Facility Credit Agreement or the DIP Order, including any and all fees, interests, and accrued but unpaid interest and fees arising under the DIP Facility Credit Agreement.

**DIP Documents** has the meaning set forth in the DIP Order.

**DIP Facility** means the postpetition senior secured debtor-in-possession term loan credit facility approved by the DIP Order.

**DIP Facility Credit Agreement** means the credit agreement governing the terms of the DIP Facility, dated as of August 24, 2020, by and among Fieldwood Energy LLC, as borrower, FWE Parent, as holdings, the DIP Agent, and the DIP Lenders, with any amendments,



restatements, amendments and restatements, modifications or supplements thereto as permitted by the DIP Order.

**DIP Lenders** means the lenders from time to time party to the DIP Facility Credit Agreement.

**DIP Order** means the *Final Order (I) Authorizing Debtors (A) to Obtain Postpetition Financing Pursuant to 11 U.S.C. §§ 105, 361, 362, 363(b), 364(c)(1), 364(c)(2), 364(c)(3), 364(d)(1) and 364(e) and (B) to Utilize Cash Collateral Pursuant to 11 U.S.C. § 363 and (II) Granting Adequate Protection to Prepetition Secured Parties Pursuant to 11 U.S.C. §§ 361, 362, 363, 364 and 507(b)* [Docket No. 346], authorizing the Debtors to enter into the DIP Facility Credit Agreement and access the DIP Facility, as may be amended, supplemented or modified from time to time.

**Disclosure Statement** means the disclosure statement in support of the Plan, in form and substance (i) acceptable to the Debtors, the Required DIP Lenders, the Requisite FLTL Lenders, (ii) reasonably acceptable to the Creditors' Committee solely for matters relating to the treatment of holders of General Unsecured Claims or Unsecured Trade Claims, and (iii) reasonably acceptable to the Prepetition FLFO Administrative Agent, which is prepared and distributed in accordance with sections 1125, 1126(b), or 1145 of the Bankruptcy Code, Bankruptcy Rules 3016 and 3018, or other applicable law, and all exhibits, schedules, supplements, modifications, amendments, annexes, and attachments to such disclosure statement.

**Disputed** means, with respect to a Claim, (a) any Claim, which Claim is disputed under this Plan (including pursuant to section 7.1 of this Plan) or otherwise or as to which the Debtors, the Post-Effective Date Debtors, or the Plan Administrator, as applicable, have interposed and not withdrawn an objection or request for estimation that has not been determined by a Final Order; (b) any Claim, proof of which was required to be filed by order of the Bankruptcy Court but as to which a proof of claim was not timely or properly filed; (c) any Claim that is listed in the Schedules, if any are filed, as unliquidated, contingent, disputed or undetermined, and as to which no request for payment or proof of claim has been filed; or (d) any Claim that is otherwise disputed by any of the Debtors or the Post-Effective Date Debtors in accordance with applicable law or contract, which dispute has not been withdrawn, resolved or overruled by a Final Order. To the extent the Debtors dispute only the amount of a Claim, such Claim shall be deemed Allowed in the amount the Debtors do not dispute, if any, and Disputed as to the balance of such Claim.

**Distribution Date** means the date or dates, including the Initial Distribution Date, as determined by the Plan Administrator in accordance with the terms of this Plan, on which the Plan Administrator makes a Distribution to holders of Allowed Claims.

**Distribution Record Date** means, except as otherwise provided in the Plan, the date that is two business days before the Effective Date or such other date as is designated by the Debtors with the consent of the Requisite FLTL Lenders and the Required DIP Lenders.

**Divisive Merger** means a divisive merger pursuant to Sections 10.001, 10.002, 10.008 and 10.302 of the Texas Business Organizations Code.



**Effective Date** means the date which is the first Business Day on which (a) all conditions to the effectiveness of the Plan set forth in Section 9.1 of the Plan have been satisfied or waived in accordance with the terms of the Plan, and (b) no stay of the Confirmation Order is in effect.

**Entity** means an “entity,” as defined in section 101(15) of the Bankruptcy Code.

**Equity Rights Offerings** means, collectively, the FLTL Equity Rights Offering and the SLTL Equity Rights Offering.

**ERO Backstop Agreements** means, collectively, the FLTL ERO Backstop Agreement and the SLTL ERO Backstop Agreement.

**ERO Backstop Parties** means, collectively, the FLTL ERO Backstop Parties and the SLTL ERO Backstop Parties.

**Estate(s)** means individually or collectively, the estate or estates of the Debtors created under section 541 of the Bankruptcy Code.

**Exculpated Parties** means collectively, and in each case in their capacities as such during the Chapter 11 Cases (a) the Debtors, (b) the Post-Effective Date Debtors, (c) FWE I, (d) the DIP Agent and DIP Lenders under the DIP Facility, (e) the Prepetition FLFO Secured Parties, (f) the Consenting Creditors, (g) the Prepetition FLFO Collateral Agent, (h) the Prepetition FLTL Administrative Agent, (i) the Prepetition SLTL Agent, (j) the Creditors’ Committee and the current and former members of the Creditors’ Committee (solely in their capacities as such), (k) NewCo and all of its subsidiaries (including the Credit Bid Purchaser), (l) the Exit Facility Agents, (m) the Exit Facility Lenders, (n) the Second Lien Backstop Parties, (o) the ERO Backstop Parties, (p) the Apache PSA Parties, and (q) with respect to each of the foregoing Persons in clauses (a) through (p) each of their current and former affiliates, and each such Entity’s and its current and former affiliates’ current and former directors, managers, officers, equity holders (regardless of whether such interests are held directly or indirectly), predecessors, successors, and assigns, subsidiaries, and each of their current and former officers, members, managers, directors, equity holders (regardless of whether such interests are held directly or indirectly), principals, members, employees, agents, managed accounts or funds, management companies, fund advisors, investment advisors, advisory board members, financial advisors, partners (including both general and limited partners), attorneys, accountants, investment bankers, consultants, representatives and other professionals, such Persons’ respective heirs, executors, estates, and nominees, in each case in their capacity as such, and any and all other persons or entities that may purport to assert any cause of action derivatively, by or through the foregoing entities.

**Existing Equity Interests** means shares of common stock of FWE Parent that existed immediately before the Effective Date.

**Exit Facilities** means the First Lien Exit Facility and the Second Lien Exit Facility.

**Exit Facility Agents** means the First Lien Exit Facility Agent and the Second Lien Exit Facility Agent.

**Exit Facility Documents** means the First Lien Exit Facility Documents and the Second Lien Exit Facility Documents.

**Exit Facility Lenders** means the First Lien Exit Facility Lenders and the Second Lien Exit Facility Lenders.

**Fee Claim** means a Claim for professional services rendered or costs incurred on or after the Petition Date through the Effective Date by Professional Persons retained by an order of the Bankruptcy Court pursuant to sections 327, 328, 329, 330, 331, 503(b), or 1103 of the Bankruptcy Code in the Chapter 11 Cases.

**Fieldwood U.A. Interests** has the meaning ascribed to such term in the Credit Bid Purchase Agreement.

**Final Order** means an order or judgment of the Bankruptcy Court or other court of competent jurisdiction with respect to the relevant subject matter which has: (a) not been reversed, stayed, modified or amended, as to which the time to appeal, petition for certiorari or move for reargument, reconsideration or rehearing has expired and no appeal, petition for certiorari or motion for reargument, reconsideration or rehearing has been timely filed; or (b) as to which any appeal, petition for certiorari or motion for reargument, reconsideration or rehearing that has been or may be filed has been resolved by the highest court to which the order or judgment was appealed or from which certiorari, reargument, reconsideration or rehearing was sought; *provided, however*, that the possibility that a motion under Rules 59 or 60 of the Federal Rules of Civil Procedure or any analogous Bankruptcy Rule (or any analogous rules applicable in such other court of competent jurisdiction) may be filed relating to such order or judgment shall not cause such order or judgment not to be a Final Order.

**First Lien Exit Facility** means the facility under the First Lien Exit Facility Credit Agreement.

**First Lien Exit Facility Agent** means the administrative agent under the First Lien Exit Facility Credit Agreement.

**First Lien Exit Facility Commitment Letter** means that certain commitment letter, in form and substance acceptable to the Required DIP Lenders, the Requisite FLTL Lenders, the Debtors, the Prepetition FLFO Administrative Agent, and the First Lien Exit Facility Agent, to be entered into by and among Fieldwood Energy LLC and the First Lien Exit Facility Agent, as may be amended, supplemented, or modified from time to time, pursuant and subject to the terms thereof, pursuant to which, among other things, GS Bank (as defined therein) agreed to act as the sole arranger, administrative agent and collateral agent in connection with the First Lien Exit Facility and to commit to provide First Lien Exit Facility in accordance with the terms and conditions set forth therein.

**First Lien Exit Facility Credit Agreement** means that certain credit agreement to be entered by the Credit Bid Purchaser, the First Lien Exit Facility Agent and the First Lien Exit Facility Lenders on the Effective Date that shall govern the First Lien Exit Facility which shall reflect and contain terms, conditions, representations, warranties, and covenants consistent with the First Lien Exit Facility Term Sheet and otherwise be in form and substance acceptable to the Prepetition FLFO Administrative Agent, the First Lien Exit Facility Agent, the Debtors, the Required DIP Lenders, and Requisite FLTL Lenders.

**First Lien Exit Facility Documents** means, collectively, the First Lien Exit Facility Credit Agreement, and any and all other agreements, documents, and instruments delivered or to be entered into in connection therewith, including any guarantee agreements, pledge and collateral agreements, intercreditor agreements, and other security documents, the terms of which documents shall be in form and substance acceptable to the Prepetition FLFO Administrative Agent, the First Lien Exit Facility Agent, the Debtors, the Required DIP Lenders, and Requisite FLTL Lenders.

**First Lien Exit Facility Lenders** means the lenders party to the First Lien Exit Facility Credit Agreement.

**First Lien Exit Facility Term Sheet** means a term sheet attached to the First Lien Exit Facility Commitment Letter and to be attached to the Disclosure Statement, as may be amended, supplemented or modified from time to time with the consent of the Prepetition FLFO Administrative Agent, the First Lien Exit Facility Agent, the Debtors, the Required DIP Lenders, and Requisite FLTL Lenders.

**FLFO Claims** means all Claims arising from or based upon the Prepetition FLFO Credit Agreement.

**FLFO Claims Allowed Amount** means the aggregate principal amount of \$138,599,082.31 plus any accrued and unpaid interest (accruing at the default rate to the extent provided under the Prepetition FLFO Credit Agreement), fees, costs, and other expenses arising under, and payable pursuant to, the Prepetition FLFO Credit Agreement on or before the Effective Date, which shall not be subject to any avoidance, reduction, setoff, offset, recharacterization, subordination, counterclaims, cross claims, defenses, disallowance, impairments, or any other challenges under applicable law or regulation by any Entity. Notwithstanding the foregoing, on the Effective Date any amount accrued pursuant to Section 2.08(b) of the Prepetition FLFO Credit Agreement and any amounts accrued in respect of Yield Maintenance Premium or any Prepayment Fee (each as defined in the Prepetition FLFO Credit Agreement), if any, shall be deemed discharged, released, and waived by all holders of Allowed FLFO Claims and the FLFO Claims Allowed Amount shall not be increased on account of such amounts as a result of such discharge, release, and waiver.

**FLFO Distribution Amount** means Cash in the amount of the FLFO Claims Allowed Amount less the initial aggregate principal amount of the First Lien Exit Facility, as set forth in the First Lien Exit Facility Commitment Letter.

***FLTL Claims*** means all Claims, other than Claims subject to subordination in accordance with section 510(b) of the Bankruptcy Code, arising from or based upon the Prepetition FLTL Credit Agreement.

***FLTL Claims Allowed Amount*** means \$1,142,688,815.28 in principal plus any accrued but unpaid interest or fees due under the Prepetition FLTL Credit Agreement as of the Petition Date.

***FLTL Deficiency Claim*** means any FLTL Claim or portion thereof that is not Secured, if any.

***FLTL Equity Rights Offering*** means that certain rights offering pursuant to which each holder of Allowed FLTL Claims is entitled to receive FLTL Subscription Rights to acquire New Equity Interests in the aggregate amount of the FLTL Equity Rights Offering Amount in accordance with the FLTL Equity Rights Offering Procedures, the terms and conditions of which shall be (i) acceptable to the Debtors, Required DIP Lenders, and Requisite FLTL Lenders, (ii) reasonably acceptable to the Prepetition FLFO Administrative Agent and the First Lien Exit Facility Agent, and (iii) reasonably acceptable to the Requisite SLTL Lenders solely to the extent that it directly and adversely impacts the holders of Allowed SLTL Claims.

***FLTL Equity Rights Offering Amount*** means \$20,000,000.

***FLTL Equity Rights Offering Procedures*** means the procedures for the implementation of the FLTL Equity Rights Offering to be approved by the Bankruptcy Court.

***FLTL ERO Backstop Agreement*** means that certain [Equity Backstop Commitment Agreement], in form and substance (i) acceptable to the Debtors, the Required DIP Lenders, and Requisite FLTL Lenders and (ii) reasonably acceptable to the Prepetition FLFO Administrative Agent and the First Lien Exit Facility Agent, to be entered into by and among Fieldwood Energy LLC, NewCo, and the FLTL ERO Backstop Parties, as may be amended, supplemented, or modified from time to time, pursuant to which the FLTL ERO Backstop Parties agreed to, among other things, backstop the FLTL Equity Rights Offering with the terms and conditions set forth therein.

***[FLTL ERO Backstop Commitment Percentage]*** has the meaning set forth in the FLTL ERO Backstop Agreement.]

***[FLTL ERO Backstop Commitment Premium]*** means a premium equal to 8% of the FLTL Equity Rights Offering Amount payable to the FLTL ERO Backstop Parties with the FLTL ERO Backstop Commitment Premium Equity Interests in accordance with the terms set forth in the FLTL ERO Backstop Agreement.]

***[FLTL ERO Backstop Commitment Premium Equity Interests]*** means an amount of New Equity Interests equal to the value of the FLTL ERO Backstop Commitment Premium as further set forth in the FLTL ERO Backstop Agreement; *provided that* such New Equity Interests shall be issued at a 30% discount to the equity value of NewCo on the Effective Date.

**FLTL ERO Backstop Parties** means those parties that agree to backstop the FLTL Equity Rights Offering pursuant to the FLTL ERO Backstop Agreement, each in its respective capacity as such.

**FLTL Subscription Rights** means the subscription right to acquire New Equity Interests with an aggregate value equal to the FLTL Rights Offering Amount offered in accordance with the FLTL Equity Rights Offering Procedures; *provided, however*, that such New Equity Interests shall be issued at a 30% discount to the equity value of NewCo on the Effective Date.

[**FLTL Unsubscribed Shares** has the meaning set forth in the FLTL ERO Backstop Agreement].

**FWE I** means an entity formed on the Effective Date by Divisive Merger under the name Fieldwood Energy I LLC pursuant to the Plan of Merger.

**FWE I LLC Agreement** means the limited liability company agreement of FWE I, which shall be in substantially the form attached to the Apache Implementation Agreement.

**FWE I Assets** has the meaning set forth in the Plan of Merger.

**FWE I Obligations** has the meaning set forth in the Plan of Merger.

**FWE I Sole Manager** has the meaning ascribed to the term “Sole Manager” in the FWE I LLC Agreement, and shall include the sole manager appointed to FWE I upon the Effective Date and any successor thereto.

**FWE III** means the surviving entity under the name Fieldwood Energy III LLC following the Divisive Merger pursuant to the Plan of Merger.

**FWE III LLC Agreement** means the limited liability company agreement of FWE III, a form of which shall be included in the Plan Supplement.

**FWE III Assets** has the meaning set forth in the Plan of Merger.

**FWE III Obligations** has the meaning set forth in the Plan of Merger.

**FWE Assets** means, collectively, the FWE I Assets and FWE III Assets.

**FWE Parent** means Debtor Fieldwood Energy Inc.

**General Unsecured Claim** means any Claim against a Debtor, other than a DIP Claim, Postpetition Hedge Claim, Administrative Expense Claim (including a Fee Claim), FLFO Claim, FLTL Claim, SLTL Claim, Other Secured Claim, Priority Tax Claim, Priority Non-Tax Claim, Unsecured Trade Claim, Subordinated Securities Claim, or Intercompany Claim that is not entitled to priority under the Bankruptcy Code or any Final Order of the Bankruptcy Court.

For the avoidance of doubt, General Unsecured Claims shall not include FLTL Deficiency Claims or SLTL Deficiency Claims.

**GUC Warrant Agreement** means a warrant agreement to be entered into by and among NewCo and the warrant agent named therein that shall govern the terms of the GUC Warrants, the form of which shall be acceptable to the Debtors, Required DIP Lenders, Requisite FLTL Lenders, the Requisite SLTL Lenders and the Creditors' Committee and which shall contain provisions as favorable as the provisions in the SLTL Tranche 1 Warrant Agreement or SLTL Tranche 2 Warrant Agreement.

**GUC Warrants** means 8-year warrants for 3.5% of the New Equity Interests (calculated on a fully diluted basis giving effect to the New Equity Interests to be issued pursuant to Section 4.4(a)(i) of this Plan, the New Equity Interests issuable upon the exercise of the Subscription Rights, the Backstop Commitment Premium Equity Interests, and the New Equity Interests issuable upon the exercise of the New Money Warrants and SLTL Tranche 1 Warrants, but excluding the effect of any New Equity Interests issuable in connection with the Management Incentive Plan), with a strike price set at an equity value equal to \$1,321,000,000, the terms of which shall be set forth in the GUC Warrant Agreement; *provided*, that if the SLTL Tranche 2 Warrants are exercised, the GUC Warrants shall be subject to adjustment or true-up as necessary to retain such percentage after giving effect to the exercise of the SLTL Tranche 2 Warrants.

**Governmental Unit** has the meaning set forth in section 101(27) of the Bankruptcy Code.

**Impaired** means, with respect to a Claim, Interest, or a Class of Claims or Interests, "impaired" within the meaning of such term in section 1124 of the Bankruptcy Code.

**Indemnification Obligation** means any existing or future obligation of any Debtor to indemnify current and former directors, officers, members, managers, agents or employees of any of the Debtors who served in such capacity, with respect to or based upon such service or any act or omission taken or not taken in any of such capacities, or for or on behalf of any Debtor, whether pursuant to agreement, the Debtors' respective memoranda, articles or certificates of incorporation, corporate charters, bylaws, operating agreements, limited liability company agreements, or similar corporate or organizational documents or other applicable contract or law in effect as of the Effective Date.

**Initial Distribution** means the first Distribution that the Plan Administrator makes to holders of Allowed Claims.

**Initial Distribution Date** means the date on which the Plan Administrator shall make the Initial Distribution, which shall not be less than five Business Days after the Effective Date.

**Intercompany Claim** means any Claim against a Debtor held by another Debtor.

**Intercompany Interest** means an Interest in a Debtor other than any Existing Equity Interest.



**Interest** means any common stock, limited liability company interest, equity security (as defined in section 101(16) of the Bankruptcy Code), equity, ownership, profit interests, unit, or share in any Debtor (including all options, warrants, rights, or other securities or agreements to obtain such an interest or share in such Debtor), whether or not arising under or in connection with any employment agreement and whether or not certificated, transferable, preferred, common, voting, or denominated “stock” or a similar security.

**Lien** has the meaning set forth in section 101(37) of the Bankruptcy Code.

**Management Incentive Plan** means the post-Effective Date management incentive plan of NewCo which shall provide for [up to] 10% of New Equity Interests on a fully diluted basis or other equity or similar interests in NewCo to be reserved for directors, managers, officers, and employees of NewCo or a subsidiary of NewCo (including the Credit Bid Purchaser) to be distributed on terms to be determined by the board of directors of NewCo.

**New Equity Interests** means the equity interests of NewCo to be issued (i) on the Effective Date (including the Backstop Commitment Premium Equity Interests and upon the exercise of the Subscription Rights), (ii) upon exercise of the New Money Warrants, the SLTL Warrants, or the GUC Warrants, (iii) under the Management Incentive Plan, or (iv) on or after the Effective Date as otherwise permitted pursuant to the NewCo Organizational Documents.

**New Intercreditor Agreement** means that certain Intercreditor Agreement, to be dated as of the Effective Date, by and among the First Lien Exit Facility Agent and the Second Lien Exit Facility Agent and the Credit Bid Purchaser, the form of which shall be contained in the Plan Supplement, acceptable to the Prepetition FLFO Administrative Agent, the First Lien Exit Facility Agent, the Requisite FLFO Lenders, the Debtors, the Required DIP Lenders, and the Requisite FLTL Lenders.

**NewCo** means [•], which is the direct or indirect owner of 100% of the equity interests of the Credit Bid Purchaser.

**NewCo Entities** means, collectively, NewCo and each of its direct and indirect subsidiaries.

**NewCo Organizational Documents** means the form of certificate of formation, limited liability company agreement, agreement of limited partnership, articles of incorporation, bylaws, trust agreements, or such other applicable formation documents of the NewCo and any of its subsidiaries, including any shareholders’ or stockholders’ agreement, which shall be (i) acceptable to the Debtors, the Requisite FLTL Lenders, and the Required DIP Lenders and (ii) (a) if NewCo or any of its subsidiaries are to be formed in a jurisdiction outside of the United States, reasonably acceptable to the Prepetition FLFO Administrative Agent or (b) if NewCo or any of its subsidiaries are to be formed in a jurisdiction within the United States, reasonably acceptable to the Prepetition FLFO Administrative Agent solely to the extent that it directly and adversely impacts the holders of Allowed FLFO Claims or First Lien Exit Facility Lenders.

**New Money Consideration** means, in the aggregate, the amount of Cash provided to the Debtors by the Credit Bid Purchaser pursuant to the Credit Bid Purchase Agreement.



**New Money Investment** means the investment of up to \$85 million in Cash into Credit Bid Purchaser by the New Money Second Lien Exit Facility Lenders in connection with, and upon consummation of, the Second Lien Exit Facility, subject to the terms of the Second Lien Backstop Commitment Letter.

**New Money Second Lien Exit Facility Lenders** means the lenders party to the Second Lien Exit Facility Credit Agreement participating in the New Money Investment.

**New Money Warrant Agreement** means a warrant agreement to be entered into by and among NewCo and the warrant agent named therein that shall govern the terms of the New Money Warrants, the form of which shall be acceptable to the Debtors, Required DIP Lenders and Requisite FLTL Lenders.

**New Money Warrants** means 7-year warrants for up to 24% of the New Equity Interests (calculated on a fully diluted basis giving effect to the New Equity Interests to be issued pursuant to Section 4.4(a)(i) of this Plan, the Backstop Commitment Premium Equity Interests, and the New Equity Interests issuable upon the exercise of the Subscription Rights, but excluding the effect of any New Equity Interests issuable upon exercise of the SLTL Warrants and GUC Warrants and any New Equity Interest issuable pursuant to the Management Incentive Plan), with a strike price of \$0.01, the terms of which shall be set forth in the New Money Warrant Agreement and which shall be issued and allocated in a manner consistent with the Second Lien Backstop Commitment Letter.

**Other Secured Claim** means any Secured Claim against a Debtor other than a Priority Tax Claim, FLFO Claim, FLTL Claim, and SLTL Claim.

**Person** means an individual, corporation, partnership, joint venture, association, joint stock company, limited liability company, limited liability partnership, trust, estate, unincorporated organization, governmental unit (as defined in section 101(27) of the Bankruptcy Code), or other Entity.

**Petition Date** means, with respect to a Debtor, the date on which such Debtor commenced its Chapter 11 Case.

**Plan** means this joint chapter 11 plan, including all appendices, exhibits, schedules, and supplements hereto (including any appendices, schedules, and supplements to the Plan contained in the Plan Supplement), as may be amended, supplemented or modified from time to time in accordance with the Bankruptcy Code and the terms hereof.

**Plan Administrator** means a person or entity selected by the Creditors' Committee, subject to the consent of the Debtors, Required DIP Lenders, and Requisite FLTL Lenders, with such consent not to be unreasonably withheld, that is charged with overseeing the tasks outlined in Section 5.9 of this Plan, or any successor thereto. The identity of the Plan Administrator shall be disclosed to the Bankruptcy Court before the Confirmation Hearing.

**Plan Administrator Agreement** means an agreement setting forth the economic arrangement and terms pursuant to which the Plan Administrator will perform its duties under this Plan.

**Plan Administrator Expense Reserve** means a segregated account not subject to the Liens of the Prepetition Agents or DIP Agent established by the Plan Administrator in accordance with Section 5.15 of this Plan.

**Plan Administrator Expense Reserve Amount** means Cash in an amount equal to \$8,000,000 to be funded into the Plan Administrator Expense Reserve on the Effective Date.

**Plan Distribution** means any initial or periodic payment or transfer of consideration to holders of Allowed Claims made under the Plan.

**Plan of Merger** means that certain Agreement and Plan of Merger, which shall be in substantially the form attached to the Apache Implementation Agreement.

**Plan of Merger Consent Rights** means any right of consent, notice, and other similar rights, if any, that are applicable to the vesting of assets in connection with the Plan of Merger.

**Plan of Merger Preferential Purchase Rights** means any preferential right to purchase, right of first refusal, right of first offer, drag-along rights, tag-along rights, and similar right the operation of which is triggered by the vesting of the FWE Assets in connection with the Plan of Merger.

**Plan Settlement** means the settlement of certain Claims and controversies pursuant to Section 5.1 of the Plan.

**Plan Supplement** means a supplement or supplements to the Plan containing certain documents and forms of documents, schedules, and exhibits relevant to the implementation of the Plan, which shall include: (a) the Amended Organizational Documents (if any), (b) information regarding the sole manager and independent director to be appointed at FWE I to the extent known and determined and other information required to be disclosed in accordance with section 1129(a)(5) of the Bankruptcy Code, (c) a schedule of retained Causes of Action, (d) the Schedule of Assumed Contracts, (e) the Plan Administrator Agreement; (f) the Credit Bid Purchase Agreement; (g) the NewCo Organizational Documents; (h) the Apache Definitive Documents; (i) the First Lien Exit Facility Agreement; (j) the Second Lien Exit Facility Agreement; (k) the New Intercreditor Agreement; (l) the New Money Warrant Agreements; (m) the GUC Warrant Agreement; and (n) any Additional Predecessor Agreement; *provided, however*, that the Debtors shall have the right to amend documents contained in, and exhibits thereto, the Plan Supplement in accordance with the terms of this Plan and the Restructuring Support Agreement (including the consent rights set forth therein).

**Postpetition Hedging Agreements** has the meaning set forth in that certain *Emergency Order (I) Authorizing Debtors to (A) Enter Into and Perform Under New Postpetition Hedging Agreements and (B) Grant Related Liens and Superiority Claims, (II) Modifying Automatic Stay, and (III) Granting Related Relief* entered on August 24, 2020 (ECF No. 242).

**Postpetition Hedge Claim** means a Claim arising pursuant to any Postpetition Hedging Agreement.

**Post-Effective Date Debtors** means the Debtors, as reorganized as of the Effective Date in accordance with this Plan, including FWE III. For the avoidance of doubt, the Post-Effective Date Debtors does not include NewCo or its subsidiaries (including the Credit Bid Purchaser), or FWE I.

**Post-Effective Date FWE Parent** means FWE Parent, as reorganized on the Effective Date in accordance with this Plan.

**Prepetition Agents** means, collectively, the Prepetition FLFO Administrative Agent, the Prepetition FLFO Collateral Agent, the Prepetition FLTL Administrative Agent, and the Prepetition SLTL Agent.

**Prepetition FLFO Administrative Agent** means Goldman Sachs Bank USA, solely in its capacity as administrative agent under the Prepetition FLFO Credit Agreement.

**Prepetition FLFO Advisors** means Vinson & Elkins, LLP, Shipman & Goodwin LLP (in its capacity as counsel to the Prepetition FLFO Collateral Agent), Opportune LLP, and any local or foreign advisors.

**Prepetition FLFO Collateral Agent** means Cantor Fitzgerald Securities, solely in its capacity as collateral agent under the Prepetition FLFO Credit Agreement.

**Prepetition FLFO Credit Agreement** means that certain *Second Amended and Restated Credit Agreement- First Out*, dated as of June 28, 2019, by and among Fieldwood Energy LLC, as borrower, Fieldwood Energy Inc., as holdings, the Prepetition FLFO Administrative Agent, the Prepetition FLFO Collateral Agent, and the Prepetition FLFO Lenders, and the other parties thereto, as in effect immediately before the Effective Date.

**Prepetition FLFO Lenders** means the Lenders (as defined in the Prepetition FLFO Credit Agreement) holding Prepetition FLFO Loans immediately before the Effective Date.

**Prepetition FLFO Loans** means the Loans (under and as defined in the Prepetition FLFO Credit Agreement) outstanding immediately before the Effective Date.

**Prepetition FLFO Secured Parties** means, collectively, the Prepetition FLFO Administrative Agent, the Prepetition FLFO Lenders, and the other Secured Parties (as defined in the Prepetition FLFO Credit Agreement) under the Prepetition FLFO Credit Agreement.

**Prepetition FLTL Administrative Agent** means Cantor Fitzgerald Securities, solely in its capacity as administrative agent and collateral agent under the Prepetition FLTL Credit Agreement.

**Prepetition FLTL Credit Agreement** means that certain *Amended and Restated First Lien Term Loan Agreement*, dated as of April 11, 2018, by and among Fieldwood Energy LLC, as borrower, Fieldwood Energy Inc., as holdings, the Prepetition FLTL Administrative Agent, and the Prepetition FLTL Lenders, and the other parties thereto, as in effect immediately before the Effective Date.

**Prepetition FLTL Lenders** means the Lenders (as defined in the Prepetition FLTL Credit Agreement) holding Prepetition FLTL Loans immediately before the Effective Date.

**Prepetition FLTL Loans** means the Loans (under and as defined in the Prepetition FLTL Credit Agreement) outstanding immediately before the Effective Date.

**Prepetition SLTL Administrative Agent** means Cortland Capital Market Services LLC, solely in its capacity as administrative agent and collateral agent under the Prepetition SLTL Credit Agreement.

**Prepetition SLTL Credit Agreement** means that certain *Amended and Restated Second Lien Term Loan Agreement*, dated as of April 11, 2018, by and among Fieldwood Energy LLC, as borrower, Fieldwood Energy Inc., as holdings, the Prepetition SLTL Administrative Agent, and the Prepetition SLTL Lenders, and the other parties thereto, as in effect immediately before the Effective Date.

**Prepetition SLTL Lenders** means the Lenders (as defined in the Prepetition SLTL Credit Agreement) holding Prepetition SLTL Loans immediately before the Effective Date.

**Prepetition SLTL Loans** means the Loans (under and as defined in the Prepetition SLTL Credit Agreement) outstanding immediately before the Effective Date.

**Principal FLFO Amount** has the meaning set forth in Section 4.3.

**Priority Non-Tax Claim** means any Claim other than an Administrative Expense Claim, or a Priority Tax Claim that is entitled to priority of payment as specified in section 507(a) of the Bankruptcy Code.

**Priority Tax Claim** means any Secured Claim or unsecured Claim of a Governmental Unit of the kind entitled to priority of payment as specified in sections 502(i) and 507(a)(8) of the Bankruptcy Code.

**Pro Rata Share** means the proportion that an Allowed Claim or Interest in a particular Class bears to the aggregate amount of all Allowed Claims or Interests in that Class.

**Professional Person(s)** means any Person retained by order of the Bankruptcy Court in connection with these Chapter 11 Cases pursuant to sections 327, 328, 330, 331, 503(b), or 1103 of the Bankruptcy Code, excluding any ordinary course professional retained pursuant to an order of the Bankruptcy Court.

**Professional Fee Escrow** means an escrow account established and funded pursuant to section 2.2 of the Plan.

**Professional Fee Escrow Amount** means the aggregate unpaid Fee Claims through the Effective Date as estimated in accordance with section 2.2 of the Plan.

**Released Parties** means, collectively, (a) the Debtors, (b) the Post-Effective Date Debtors, (c) the DIP Agent and DIP Lenders under the DIP Facility, (d) the Prepetition FLFO Secured Parties, (e) the Consenting Creditors, (f) the Prepetition FLFO Collateral Agent, (g) the Prepetition FLTL Administrative Agent, (h) the Prepetition SLTL Agent, (i) the Creditors' Committee and the current and former members of the Creditors' Committee (solely in their capacities as such), (j) NewCo and all of its subsidiaries (including the Credit Bid Purchaser), (k) the Exit Facility Agents, (l) the Exit Facility Lenders, (m) the Second Lien Backstop Parties, (n) the ERO Backstop Parties, (o) the Apache PSA Parties, and (p) with respect to each of the foregoing Persons in clauses (a) through (o), each of their current and former affiliates, and each such Entity's and its current and former affiliates' current and former directors, managers, officers, equity holders (regardless of whether such interests are held directly or indirectly), predecessors, successors, and assigns, subsidiaries, and each of their current and former officers, members, managers, directors, equity holders (regardless of whether such interests are held directly or indirectly), principals, members, employees, agents, managed accounts or funds, management companies, fund advisors, investment advisors, advisory board members, financial advisors, partners (including both general and limited partners), attorneys, accountants, investment bankers, consultants, representatives and other professionals, such Persons' respective heirs, executors, estates, and nominees, in each case in their capacity as such, and any and all other persons or entities that may purport to assert any cause of action derivatively, by or through the foregoing entities.

**Releasing Parties** means collectively, (a) the holders of all Claims or Interests that vote to accept the Plan, (b) the holders of all Claims or Interests whose vote to accept or reject the Plan is solicited but that do not vote either to accept or to reject the Plan, (c) the holders of all Claims or Interests that vote, or are deemed, to reject the Plan but do not opt out of granting the releases set forth herein, (d) the holders of all Claims and Interests that were given notice of the opportunity to opt out of granting the releases set forth herein but did not opt out, and (e) the Released Parties (even if such Released Party purports to opt out of the releases set forth herein).

**Required DIP Lenders** has the meaning set forth in the Restructuring Support Agreement.

**Requisite FLFO Lenders** means, as of the date of determination, Prepetition FLFO Lenders holding at least a majority of the outstanding Prepetition FLFO Loans (inclusive of validly executed but unsettled trades) held by the Prepetition FLFO Lenders as of such date.

**Requisite FLTL Lenders** has the meaning set forth in the Restructuring Support Agreement.

**Requisite SLTL Lenders** has the meaning set forth in the Restructuring Support Agreement.

**Residual Distributable Value** means any distributable value of the Single Share of Post-Effective Date FWE Parent held by the Plan Administrator (a) after satisfaction of Allowed Administrative Expense Claims, Allowed Other Secured Claims, Allowed Priority Tax Claims, Allowed Priority Non-Tax Claims, all Cure Amounts and (b) after satisfaction of all



fees, expenses, costs and other amounts pursuant to the Plan and incurred by the Post-Effective Date Debtors in connection with post-Effective Date operations and wind-down.

***Restructuring*** means the restructuring of the Debtors, the principal terms of which are set forth in this Plan and the Plan Supplement.

***Restructuring Expenses*** means the reasonable and documented fees and expenses incurred by (i) the Ad Hoc Group of Secured Lenders, (ii) the Prepetition FLFO Secured Parties, and (iii) the Ad Hoc Group of Prepetition SLTL Lenders in connection with the Chapter 11 Cases, including the fees and expenses of the Ad Hoc Group of Secured Lenders Advisors, the Prepetition FLFO Advisors, and Ad Hoc Group of Prepetition SLTL Lenders Advisors, in each case payable in accordance with the terms of any applicable agreements, engagement letters or fee letters executed with such parties or pursuant to the terms of the DIP Order and without the requirement for the filing of retention applications, fee applications, or any other application in the Chapter 11 Cases, which shall not be subject to any offset, defense, counterclaim, reduction, or creditor credit and, to the extent incurred prior to the Effective Date, shall be Allowed as Administrative Expense Claims upon incurrence; *provided, however*, Restructuring Expenses of the Ad Hoc Group of Prepetition SLTL Lenders shall be limited to and consist solely of the reasonable fees and expenses incurred by the Ad Hoc Group of Prepetition SLTL Lenders Advisors in their capacity as counsel to the Ad Hoc Group of Prepetition SLTL Lenders.

***Restructuring Support Agreement*** means that certain *Restructuring Support Agreement*, dated as of August 4, 2020, by and among Debtor Fieldwood Energy LLC, certain of its affiliates specified therein, the Consenting Creditors, and Apache, as the same may be amended, restated, or otherwise modified in accordance with its terms.

***Restructuring Transactions*** means one or more transactions pursuant to section 1123(a)(5) of the Bankruptcy Code to occur on the Effective Date or as soon as reasonably practicable thereafter, that may be necessary or appropriate to effect any transaction described in, approved by, contemplated by, or necessary to effectuate the Plan and the Credit Bid Transaction, including (a) the consummation of the transactions provided for under or contemplated by the Plan and any mergers, divisive mergers, amalgamations, consolidations, arrangements, continuances, transfers, conversions, sales, dispositions, or other corporate transactions necessary or appropriate to implement the Plan, (b) the execution and delivery of appropriate agreements or other documents containing terms that are consistent with or reasonably necessary to implement the terms of the Plan or the Credit Bid Transaction and that satisfy the requirements of applicable law, (c) the Equity Rights Offerings, (d) the execution and delivery of appropriate instruments of transfer, assignment, assumption, or delegation of any property, right, liability, duty, or obligation on terms consistent with the terms of the Plan, and (d) all other actions that the Debtors, the Post-Effective Date Debtors or NewCo (or any of its subsidiaries, including the Credit Bid Purchaser), as applicable, determine are necessary or appropriate and consistent with the Plan or the Credit Bid Transaction. For the avoidance of doubt, Restructuring Transactions includes the Credit Bid Transaction and the Divisive Merger effectuated pursuant to the Plan of Merger.

***Schedule of Abandoned Properties*** means a schedule (as may be amended, modified, or supplemented from time to time) of the Debtors' rights to and interests in executory

contracts and unexpired federal leases, rights-of-way, and right-of-use-and-easements to be abandoned pursuant to Section 5.14 of this Plan, a copy of which shall be filed with the Disclosure Statement and included in the Plan Supplement.

***Schedule of Assumed Contracts*** means the schedule of executory contracts and unexpired leases to be assumed by the Debtors pursuant to this Plan, if any, as the same may be amended, modified, or supplemented from time to time.

***Schedule of FWE I Oil & Gas Lease Interests*** means a schedule (as may be amended, modified, or supplemented from time to time) of the Debtors' interests in the oil and gas leases that shall constitute FWE I Assets, a copy of which shall be filed with the Disclosure Statement and included in the Plan Supplement.

***Schedule of FWE III Oil & Gas Lease Interests*** means a schedule (as may be amended, modified, or supplemented from time to time) of the Debtors' interests in the oil and gas leases that shall constitute FWE III Assets, a copy of which shall be filed with the Disclosure Statement and included in the Plan Supplement.

***Schedule of Purchased Oil & Gas Lease Interests*** means a schedule (as may be amended, modified, or supplemented from time to time) of the Debtors' interests in the oil and gas leases that will be acquired by the Credit Bid Purchaser pursuant to the Credit Bid Purchase Agreement, a copy of which shall be filed with the Disclosure Statement and included in the Plan Supplement.

***Schedules*** means any schedules of assets and liabilities, schedules of executory contracts and unexpired leases, and statements of financial affairs filed by the Debtors pursuant to section 521 of the Bankruptcy Code.

***Second Lien Backstop Commitment Letter*** means that certain backstop commitment letter, in form and substance (i) acceptable to the Debtors, the Required DIP Lenders, and Requisite FLTL Lenders and (ii) reasonably acceptable to the Prepetition FLFO Administrative Agent and the First Lien Exit Facility Agent, to be entered into by and among Fieldwood Energy LLC, the Credit Bid Purchaser and the Backstop Parties, as may be amended, supplemented, or modified from time to time, pursuant to the terms thereof and consistent with the Restructuring Support Agreement, pursuant to which the Backstop Parties agreed to, among other things, backstop the Second Lien Exit Facility in accordance with the terms and conditions set forth therein.

***Second Lien Backstop Commitment Premium*** means a premium equal to 8% of the maximum principal amount of the Second Lien Exit Facility (*i.e.* \$185,000,000) payable to the Backstop Parties with the Second Lien Backstop Commitment Premium Equity Interests in accordance with the terms set forth in the Second Lien Backstop Commitment Letter.

***Second Lien Backstop Commitment Premium Equity Interests*** means an amount of New Equity Interests equal to the value of the Second Lien Backstop Commitment Premium as further set forth in the Second Lien Backstop Commitment Letter; *provided that* such New Equity Interests shall be issued at a 30% discount to the equity value of NewCo on the Effective Date.



**Second Lien Backstop Party** has the meaning set forth in the Second Lien Backstop Commitment Letter.

**Second Lien Exit Facility** means the facility under the Second Lien Exit Facility Credit Agreement.

**Second Lien Exit Facility Agent** means the administrative agent under the Second Lien Exit Facility Credit Agreement.

**Second Lien Exit Facility Credit Agreement** means that certain credit agreement to be entered by the Credit Bid Purchaser, the Second Lien Exit Facility Agent and the Second Lien Exit Facility Lenders on the Effective Date that shall govern the Second Lien Exit Facility, which shall reflect and contain terms, conditions, representations, warranties, and covenants consistent with the Second Lien Exit Facility Term Sheet and otherwise be in form and substance (i) acceptable to the Debtors, the Required DIP Lenders, and Requisite FLTL Lenders and (ii) reasonably acceptable to the Prepetition FLFO Administrative Agent and the First Lien Exit Facility Agent.

**Second Lien Exit Facility Documents** means, collectively, the Second Lien Exit Facility Credit Agreement, and any and all other agreements, documents, and instruments delivered or to be entered into in connection therewith, including any guarantee agreements, pledge and collateral agreements, intercreditor agreements, and other security documents, the terms of which documents shall be (i) acceptable to the Debtors, the Required DIP Lenders, and Requisite FLTL Lenders and (ii) reasonably acceptable to the Prepetition FLFO Administrative Agent and the First Lien Exit Facility Agent.

**Second Lien Exit Facility Lenders** means the lenders party to the Second Lien Exit Facility Credit Agreement.

**Second Lien Exit Facility Term Sheet** means the term sheet filed with the Disclosure Statement, as may be amended from time to time with (i) the consent of the Required DIP Lenders and Requisite FLTL Lenders and (ii) the reasonable consent of the Prepetition FLFO Administrative Agent and First Lien Exit Facility Agent.

**Secured** means, when referring to a Claim: (a) secured by a Lien on property of a Debtor's Estate, the amount of which is equal to or less than the value of such property as (i) set forth in the Plan, (ii) agreed to by the holder of such Claim and the Debtors, or (iii) determined by a Final Order in accordance with section 506(a) of the Bankruptcy Code, or (b) secured by the amount of any right of setoff of the holder thereof in accordance with section 553 of the Bankruptcy Code.

**Security** means any "security" as such term is defined in section 101(49) of the Bankruptcy Code.

**SLTL Claims** means all Claims, other than Claims subject to subordination in accordance with section 510(b) of the Bankruptcy Code, arising from or based upon the Prepetition SLTL Credit Agreement.

***SLTL Claims Allowed Amount*** means \$517,500,000.00 in principal, plus any accrued but unpaid interest or fees due under the Prepetition SLTL Credit Agreement as of the Petition Date.

***SLTL Deficiency Claim*** means any SLTL Claim or portion thereof that is not Secured, if any.

***SLTL Equity Rights Offering*** means that certain rights offering pursuant to which each holder of Allowed SLTL Claims is entitled to receive SLTL Subscription Rights to acquire New Equity Interests in the aggregate amount of the SLTL Equity Rights Offering Amount in accordance with the SLTL Equity Rights Offering Procedures, the terms and conditions of which shall be reasonably acceptable to the Debtors, Required DIP Lenders, Requisite FLTL Lenders, Requisite SLTL Lenders, the Prepetition FLFO Administrative Agent, and the First Lien Exit Facility Agent.

***SLTL Equity Rights Offering Amount*** means \$20,000,000.

***SLTL Equity Rights Offering Procedures*** means the procedures for the implementation of the SLTL Equity Rights Offering to be approved by the Bankruptcy Court.

***SLTL ERO Backstop Agreement*** means that certain [Equity Backstop Commitment Agreement], in form and substance reasonably acceptable to the Debtors, the Required DIP Lenders, the Requisite FLTL Lenders, the Requisite SLTL Lenders, the Prepetition FLFO Administrative Agent, and the First Lien Exit Facility Agent, to be entered into by and among Fieldwood Energy LLC, NewCo, and the SLTL ERO Backstop Parties, as may be amended, supplemented, or modified from time to time, pursuant to which the SLTL ERO Backstop Parties agreed to, among other things, backstop the SLTL Equity Rights Offering with the terms and conditions set forth therein[; *provided that*, the form of the [Equity Backstop Commitment Agreement] attached hereto as Exhibit [•] shall be deemed acceptable to the Debtors, the Required DIP Lenders, Requisite FLTL Lenders and Requisite SLTL Lenders [and reasonably acceptable to the Prepetition FLFO Administrative Agent and the First Lien Exit Facility Agent].]

[***SLTL ERO Backstop Commitment Percentage*** has the meaning set forth in the SLTL ERO Backstop Agreement.]

[***SLTL ERO Backstop Commitment Premium*** means a premium equal to 8% of the SLTL Equity Rights Offering Amount payable to the SLTL ERO Backstop Parties with the SLTL ERO Backstop Commitment Premium Equity Interests in accordance with the terms set forth in the SLTL ERO Backstop Agreement.]

[***SLTL ERO Backstop Commitment Premium Equity Interests*** means an amount of New Equity Interests equal to the value of the SLTL ERO Backstop Commitment Premium as further set forth in the SLTL ERO Backstop Agreement; *provided that* such New Equity Interests shall be issued at a 30% discount to the equity value of NewCo on the Effective Date.

***SLTL ERO Backstop Parties*** means those parties that agree to backstop the SLTL Equity Rights Offering pursuant to the SLTL ERO Backstop Agreement, each in its respective capacity as such.

***SLTL Subscription Rights*** means the subscription right to acquire New Equity Interests with an aggregate value equal to the SLTL Rights Offering Amount offered in accordance with the SLTL Equity Rights Offering Procedures; *provided, however*, that such New Equity Interests shall be issued at a 30% discount to the equity value of NewCo on the Effective Date.

***SLTL Tranche 1 Warrant Agreement*** means a warrant agreement to be entered into by and among NewCo and the warrant agent named therein that shall govern the terms of the SLTL Tranche 1 Warrants, the form of which shall be acceptable to the Debtors, Required DIP Lenders, Requisite FLTL Lenders, the Creditors' Committee, and the Requisite SLTL Lenders.

***SLTL Tranche 1 Warrants*** means 8-year warrants for 25% of the New Equity Interests (calculated on a fully diluted basis giving effect to the New Equity Interests to be issued pursuant to Section 4.4(a)(i) of this Plan, the New Equity Interests issuable upon the exercise of the Subscription Rights, the Backstop Commitment Premium Equity Interests, and the New Equity Interests issuable upon the exercise of the New Money Warrants and GUC Warrants, but excluding the effect of any New Equity Interests issuable upon exercise of the SLTL Tranche 2 Warrants and any New Equity Interests issuable in connection with the Management Incentive Plan), with a strike price set at an equity value equal to \$1,321,000,000, the terms of which shall be set forth in the SLTL Tranche 1 Warrant Agreement.

***SLTL Tranche 2 Warrant Agreement*** means a warrant agreement to be entered into by and among NewCo and the warrant agent named therein that shall govern the terms of the SLTL Tranche 2 Warrants, the form of which shall be acceptable to the Debtors, Required DIP Lenders, Requisite FLTL Lenders, the Creditors' Committee, and the Requisite SLTL Lenders.

***SLTL Tranche 2 Warrants*** means 8-year warrants for 32.50% of the New Equity Interests (calculated on a fully diluted basis giving effect to the New Equity Interests to be issued pursuant to Section 4.4(a)(i) of this Plan, the New Equity Interests issuable upon the exercise of the Subscription Rights, the Backstop Commitment Premium Equity Interests, and the New Equity Interests issuable upon the exercise of the New Money Warrants, the SLTL Tranche 1 Warrants, and the GUC Warrants (excluding any adjustment or true-up of the GUC Warrants as described in the definition thereof), but excluding the effect of any New Equity Interests issuable in connection with the Management Incentive Plan), with a strike price set at an equity value equal to \$1,585,200,000, the terms of which shall be set forth in the SLTL Tranche 2 Warrant Agreement.

[***SLTL Unsubscribed Shares*** has the meaning set forth in the SLTL ERO Backstop Agreement].

**SLTL Warrants** means, collectively, the SLTL Tranche 1 Warrants and the SLTL Tranche 2 Warrants.

**Specified Administrative Expense Claims** means Administrative Expense Claims other than (a) Administrative Expense Claims that are to be assumed by the Credit Bid Purchaser pursuant to the Credit Bid Purchase Agreement; (b) Cure Amounts; and (c) Fee Claims, Restructuring Expenses, any fees and expenses payable pursuant to sections 2.3 and 2.4 of this Plan, any fees and expenses payable or reimbursable by the Debtors or Post-Effective Date Debtors pursuant to the Second Lien Backstop Commitment Letter, Credit Bid Purchase Agreement, or First Lien Exit Facility Commitment Letter (including termination fees, if any), Apache Fees and Expenses and Apache Implementation Costs, and Statutory Fees.

**Standby Loan Agreement** has the meaning set forth in the Apache Implementation Agreement.

**Standby Credit Facility Documents** has the meaning set forth in the Apache Implementation Agreement.

**Statutory Fees** means all fees and charges assessed against the Estates pursuant to sections 1911 through 1930 of chapter 123 of title 28 of the United States Code.

**Subordinated Securities Claim** means a Claim that is subject to subordination in accordance with sections 510(b) of the Bankruptcy Code or otherwise.

**Subscription Rights** means, collectively, the FLTL Subscription Rights and SLTL Subscription Rights.

**Tax Code** means the Internal Revenue Code of 1986, as amended from time to time.

**Toggle Amount** means \$35,000,000 or such higher amount as may be mutually agreed between the Debtors, the Required DIP Lenders, and the Requisite FLTL Lenders.

**Toggle Date** has the meaning set forth in Section 5.2(c).

**Toggle Motion** has the meaning set forth in Section 5.2(c)(i).

**Trade Agreement** means a trade agreement entered into or to be entered into between the Debtors, [a NewCo Entity], and a Trade Creditor that will be provided by the Debtors to each Trade Creditor and that provides for, among other things, waiver of any and all liens against the Debtors, their assets and any co-owned assets, or any other affiliated person or entity (including any co-working interest owner of the Debtors), or any such person's or entity's respective assets or property (real or personal), regardless of the statute or other legal authority upon which the lien is asserted, held or asserted by the Trade Creditor relating to the Unsecured Trade Claim, and an agreement by such Trade Creditor to continue to provide post-Effective Date trade terms that are no less favorable than the terms provided to the Debtors prior to the Petition Date

**Trade Creditor** means a third-party provider of goods or services to the Debtors that holds an Unsecured Trade Claim against the Debtors arising from the provision of such goods and services.

**Unimpaired** means, with respect to a Claim, Interest, or Class of Claims or Interests, not “impaired” within the meaning of sections 1123(a)(4) and 1124(2) of the Bankruptcy Code.

**Unsecured Trade Claim** means any unsecured claim (or secured claim that becomes unsecured by agreement, settlement, or order of the Bankruptcy Court) of a Trade Creditor that is held by a Trade Creditor that has elected such claim to be treated as an Unsecured Trade Claim under this Plan and enters into or agrees to enter into a Trade Agreement; *provided, however*, that in no event shall any claim against the Debtors that arises in connection with a joint interest billing arrangement constitute an Unsecured Trade Claim.

**U.S. Trustee** means the United States Trustee for Region 7.

**Voting Deadline** means April 26, 2021 at 4:00 p.m. (Prevailing Central Time), or such date and time as may set by the Bankruptcy Court.

## **1.2 Interpretation; Application of Definitions; Rules of Construction.**

Unless otherwise specified, all section or exhibit references in the Plan are to the respective section in or exhibit to the Plan, as the same may be amended, waived, or modified from time to time in accordance with the terms hereof. The words “herein,” “hereof,” “hereto,” “hereunder,” and other words of similar import refer to the Plan as a whole and not to any particular section, subsection, or clause contained therein and have the same meaning as “in the Plan,” “of the Plan,” “to the Plan,” and “under the Plan,” respectively. The words “includes” and “including” are not limiting. The headings in the Plan are for convenience of reference only and shall not limit or otherwise affect the provisions hereof. For purposes herein: (a) in the appropriate context, each term, whether stated in the singular or plural, shall include both the singular and plural, and pronouns stated in the masculine, feminine, or neuter gender shall include the masculine, feminine, and the neuter gender; (b) any reference herein to a contract, lease, instrument, release, indenture, or other agreement or document being in a particular form or on particular terms and conditions means that the referenced document shall be substantially in that form or substantially on those terms and conditions; (c) the rules of construction set forth in section 102 of the Bankruptcy Code shall apply; and (d) any term used in capitalized form herein that is not otherwise defined but that is used in the Bankruptcy Code or the Bankruptcy Rules shall have the meaning assigned to that term in the Bankruptcy Code or the Bankruptcy Rules, as the case may be.

## **1.3 Reference to Monetary Figures.**

All references in the Plan to monetary figures shall refer to the legal tender of the United States of America unless otherwise expressly provided.

#### **1.4 Controlling Document.**

In the event of an inconsistency between the Plan and the Plan Supplement, the terms of the relevant document in the Plan Supplement shall control unless otherwise specified in such Plan Supplement document. In the event of an inconsistency between the Plan and the First Lien Exit Facility Commitment Letter, the First Lien Exit Facility Commitment Letter shall control. In the event of an inconsistency between the Plan and the Second Lien Backstop Commitment Letter, the Second Lien Backstop Commitment Letter shall control. The provisions of the Plan, the First Lien Exit Facility Commitment Letter, the Second Lien Backstop Commitment Letter, and of the Confirmation Order shall be construed in a manner consistent with each other so as to effectuate the purposes of each; *provided*, that if there is determined to be any inconsistency between (a) any provision of the Plan, the First Lien Exit Facility Commitment Letter, and any provision of the Confirmation Order that cannot be so reconciled, or (b) any provision of the Plan, the Second Lien Backstop Commitment Letter, and any provision of the Confirmation Order that cannot be so reconciled, then, solely to the extent of such inconsistency, the provisions of the Confirmation Order shall govern.

#### **1.5 Certain Consent Rights**

Notwithstanding anything herein to the contrary, and without limiting the Debtors' fiduciary duties, any and all consent rights of any party set forth in the Restructuring Support Agreement with respect to the form and substance of this Plan, the Plan Supplement, any supplement to the Disclosure Statement, any other Definitive Documents and any agreements or documents referenced in this Plan or the Plan Supplement, including any amendments, restatements, supplements, or other modifications to such documents, and any consents, waivers, or other deviations under or from any such documents, shall be incorporated herein by this reference and fully enforceable as if stated in full herein until such time as the Restructuring Support Agreement is terminated in accordance with its terms.

### **ARTICLE II. ADMINISTRATIVE EXPENSE CLAIMS, FEE CLAIMS, DIP CLAIMS, AND PRIORITY TAX CLAIMS.**

#### **2.1 Treatment of Administrative Expense Claims.**

On (or as soon thereafter as is reasonably practicable) the later of (a) the Effective Date and (b) the first Business Day after the date that is thirty (30) calendar days after the date each Administrative Expense Claim becomes an Allowed Administrative Expense Claim, each holder of an Allowed Administrative Expense Claim (other than a Fee Claim) shall receive in full and final satisfaction of such Claim, either (x) Cash in an amount equal to the Allowed amount of such Claim or such other treatment consistent with the provisions of section 1129(a)(9) of the Bankruptcy Code or (y) such other treatment as to which the Debtors, the Post-Effective Date Debtors, or NewCo and its subsidiaries (including the Credit Bid Purchaser), as applicable, and the holder of such Allowed Administrative Expense Claim will have agreed upon in writing; *provided*, that Allowed Administrative Expense Claims representing liabilities incurred in the ordinary course of business by the Debtors, as Debtors in Possession, shall be paid by the Debtors or the Post-Effective Date Debtors, as applicable, in the ordinary course of



business, consistent with past practice and in accordance with the terms and subject to the conditions of any orders or agreements governing, instruments evidencing, or other documents establishing, such liabilities; *provided, further*, that any Allowed Administrative Expense Claim assumed by the Credit Bid Purchaser pursuant to the Credit Bid Purchase Agreement shall be solely an obligation of the Credit Bid Purchaser and the holder of such assumed Claim shall have no recourse to or Claim against the Debtors or Post-Effective Date Debtors or their assets and properties.

## 2.2 Treatment of Fee Claims.

(a) Final Fee Applications. All final requests for the allowance and payment of Fee Claims shall be filed no later than 45 days after the Effective Date unless such date is extended by order of the Bankruptcy Court.

(b) Professional Fee Escrow Amount. All Professional Persons shall estimate in good faith their unpaid Fee Claims before and as of the Effective Date and shall deliver such estimate to the Debtors at least three (3) calendar days before the Effective Date; *provided, however*, that such estimate shall not limit or be deemed to limit the amount of the fees and expenses that are the subject of the Professional Person's final request for payment of Fee Claims. If a Professional Person does not provide such estimate, the Debtors and Post-Effective Date Debtors may estimate the unbilled fees and expenses of such Professional Person; *provided, however*, that such estimate shall not be considered an admission or limitation with respect to the fees and expenses incurred by, or payable to, such Professional Person. The total amount so estimated as of the Effective Date shall comprise the Professional Fee Escrow Amount.

(c) Professional Fee Escrow. If the Professional Fee Escrow Amount is greater than zero, then as soon as reasonably practicable after the Confirmation Date and no later than the Effective Date, the Debtors will establish and fund the Professional Fee Escrow with cash equal to the Professional Fee Escrow Amount and no Liens, Claims, or interests will encumber the Professional Fee Escrow in any way. The Professional Fee Escrow (including funds held in the Professional Fee Escrow) will (i) not be and will not be deemed to be property of the Debtors or the Post-Effective Date Debtors and (ii) will be held in trust for the Professional Persons; *provided, however*, that funds remaining in the Professional Fee Escrow after all Allowed Fee Claims have been irrevocably paid in full will revert to the Post-Effective Date Debtors. Allowed Fee Claims will be paid in cash to such Professional Persons from funds held in the Professional Fee Escrow as soon as reasonably practicable after such Claims are Allowed by an order of the Bankruptcy Court; *provided, however*, that the Debtors' obligations with respect to Fee Claims will not be limited nor deemed to be limited in any way to the balance of funds held in the Professional Fee Escrow.

If the amount of funds in the Professional Fee Escrow is insufficient to fund payment in full of all Allowed Fee Claims and any other Allowed amounts owed to Professional Persons, the deficiency will be promptly funded to the Professional Fee Escrow from the Debtors' estates and/or by Post-Effective Date Debtors without any further action or order of the Bankruptcy Court.



(d) Post-Effective Date Fees and Expenses. On and after the Effective Date, the Debtors and the Post-Effective Date Debtors, as applicable, will pay in cash in the ordinary course of business and without any further action or order of the Bankruptcy Court, the reasonable legal, professional, or other fees and expenses that are (i) related to implementation of the Plan and (ii) incurred by the Debtors or Post-Effective Date Debtors, as applicable, on and after the Effective Date.

On the Effective Date, any requirement that Professional Persons comply with sections 327 through 331 and 1103 of the Bankruptcy Code in seeking retention or compensation for services provided after such date shall terminate, and the Debtors or Post-Effective Date Debtors may employ and pay any post-Effective Date fees and expenses of any Professional Person without any further notice to or action, order, or approval of the Bankruptcy Court.

### **2.3 Treatment of DIP Claims.**

As of the Effective Date, the DIP Claims shall be Allowed in the full amount outstanding under the DIP Credit Agreement, including principal, interest, fees, costs, other charges, and expenses provided for thereunder. In full and final satisfaction, settlement, release, and discharge of each Allowed DIP Claim, on the Effective Date, each holder of such Allowed DIP Claim shall receive either (a) payment in full in Cash or (b) such other treatment as to which the Debtors or the Post-Effective Date Debtors, as applicable, and the holder of such Allowed DIP Claims will have agreed upon in writing. On the Effective Date, all Liens granted to secure the Allowed DIP Claims shall be terminated and of no further force and effect.

### **2.4 Payment of Fees and Expenses Under DIP Order.**

On the later of (a) the Effective Date and (b) the date on which such fees, expenses, or disbursements would be required to be paid under the terms of the DIP Order, the Debtors or the Post-Effective Date Debtors (as applicable) shall pay all fees, expenses, and disbursements of the DIP Agent and DIP Lenders, in each case that have accrued and are unpaid as of the Effective Date and are required to be paid under or pursuant to the DIP Order. After the Effective Date, the Post-Effective Date Debtors shall continue to reimburse the DIP Agent and the DIP Lenders for the reasonable fees and expenses (including reasonable and documented legal fees and expenses) incurred by the DIP Agent and the DIP Lenders after the Effective Date in accordance with the terms of the DIP Documents. The Post-Effective Date Debtors shall pay all of the amounts that may become payable to the DIP Agent or any of the DIP Lenders in accordance with the terms of the DIP Documents and the DIP Order.

### **2.5 Treatment of Priority Tax Claims.**

On the Effective Date or as soon thereafter as is reasonably practicable (but in no event later than 30 days after the Effective Date), each holder of an Allowed Priority Tax Claim shall receive in full and final satisfaction of such Claim, either (a) Cash in an amount equal to the Allowed amount of such Claim or such other treatment consistent with the provisions of section 1129(a)(9) of the Bankruptcy Code or (b) or such other treatment as to which the Debtors, the Post-Effective Date Debtors or NewCo and its subsidiaries (including the Credit Bid Purchaser) as applicable, and the holder of such Allowed Priority Tax Claim will have agreed upon in

writing; *provided*, that Allowed Priority Tax Claims representing liabilities incurred in the ordinary course of business by the Debtors, as Debtors in Possession, shall be paid by the Debtors or the Post-Effective Date Debtors, as applicable, in the ordinary course of business, consistent with past practice and in accordance with the terms and subject to the conditions of any orders or agreements governing, instruments evidencing, or other documents establishing, such liabilities; *provided, further*, that any Allowed Priority Tax Claim assumed by the Credit Bid Purchaser pursuant to the Credit Bid Purchase Agreement shall be solely an obligation of the Credit Bid Purchaser and the holder of such assumed Claim shall have no recourse to or Claim against the Debtors or Post-Effective Date Debtors or their assets and properties.

## **2.6 Restructuring Expenses.**

On the Effective Date, or as soon as reasonably practicable thereafter, the Debtors or the Post-Effective Date Debtors, as applicable, shall pay in full in Cash (to the extent not previously paid during the course of the Chapter 11 Cases) all outstanding Restructuring Expenses billed through the Effective Date, in accordance with the terms of the applicable orders, engagement letters, or other applicable contractual arrangements. All parties entitled to payment pursuant to this Section 2.6 shall estimate their accrued Restructuring Expenses before and as of the Effective Date and shall deliver such estimates to the Debtors at least three Business Days before the Effective Date; *provided*, that such estimate shall not be considered an admission or limitation with respect to the fees and expenses of such parties. On the Effective Date, final invoices for all Restructuring Expenses incurred before and as of the Effective Date shall be submitted to the Debtors. In addition, the Debtors and the Post-Effective Date Debtors (as applicable) shall continue to pay post-Effective Date, when due and payable in the ordinary course, Restructuring Expenses related to implementation, consummation and defense of the Plan.

## **2.7 Postpetition Hedge Claims.**

On (or as soon thereafter as is reasonably practicable) the later of (a) the Effective Date and (b) the first Business Day on which the Allowed Postpetition Hedge Claim becomes due and owing in accordance with the terms of and subject to the conditions of any orders or agreements governing, instruments evidencing, or other documents establishing, such liabilities, each holder of an Allowed Postpetition Hedge Claim shall receive in full and final satisfaction of such Claim, either (x) Cash in an amount equal to the Allowed amount of such Claim or such other treatment consistent with the provisions of section 1129(a)(9) of the Bankruptcy Code or (y) such other treatment as to which the Debtors, the Post-Effective Date Debtors, or NewCo and its subsidiaries (including the Credit Bid Purchaser), as applicable, and the holder of such Allowed Postpetition Hedge Claim will have agreed upon in writing; *provided*, that any Allowed Postpetition Hedge Claim assumed by the Credit Bid Purchaser in accordance with the foregoing clause (y) pursuant to the Credit Bid Purchase Agreement shall be solely an obligation of the Credit Bid Purchaser and the holder of such assumed Claim shall have no recourse to or Claim against the Debtors or Post-Effective Date Debtors or their assets and properties. Nothing herein shall modify any of the contractual rights under a Postpetition Hedging Agreement of a holder of an Allowed Postpetition Hedge Claim in their capacity as a holder of an Allowed Postpetition Hedge Claim.

### ARTICLE III. CLASSIFICATION OF CLAIMS AND INTERESTS.

#### 3.1 Classification in General.

A Claim or Interest is placed in a particular Class for all purposes, including voting, confirmation, and distribution under the Plan and under sections 1122 and 1123(a)(1) of the Bankruptcy Code; *provided, however*, that a Claim or Interest is placed in a particular Class for the purpose of receiving distributions pursuant to the Plan only to the extent that such Claim or Interest is an Allowed Claim or Allowed Interest in that Class and such Claim or Interest has not been satisfied, released, or otherwise settled before the Effective Date.

#### 3.2 Formation of Debtor Groups for Convenience Only.

The Plan groups the Debtors together solely for the purpose of describing treatment under the Plan, confirmation of the Plan, and making Plan Distributions in respect of Claims against and Interests in the Debtors under the Plan. Such groupings shall not affect any Debtor's status as a separate legal entity, change the organizational structure of the Debtors' business enterprise, constitute a change of control of any Debtor for any purpose, cause a merger of consolidation of any legal entities, or cause the transfer of any Assets; and, except as otherwise provided by or permitted under the Plan, all Debtors shall continue to exist as separate legal entities.

#### 3.3 Summary of Classification of Claims and Interests.

The following table designates the Classes of Claims against and Interests in the Debtors and specifies which Classes are: (a) Impaired and Unimpaired under the Plan; (b) entitled to vote to accept or reject the Plan in accordance with section 1126 of the Bankruptcy Code; and (c) presumed to accept or deemed to reject the Plan. In accordance with section 1123(a)(1) of the Bankruptcy Code, Administrative Expense Claims and Priority Tax Claims have not been classified. The classification of Claims and Interests set forth herein shall apply separately to each Debtor.

<u>Class</u>	<u>Type of Claim or Interest</u>	<u>Impairment</u>	<u>Entitled to Vote</u>
Class 1	Other Secured Claims	Impaired	Yes
Class 2	Priority Non-Tax Claims	Unimpaired	No (Presumed to accept)
Class 3	FLFO Claims	Impaired	Yes
Class 4	FLTL Claims	Impaired	Yes
Class 5	SLTL Claims	Impaired	Yes
Class 6A	Unsecured Trade Claims	Impaired	Yes
Class 6B	General Unsecured Claims	Impaired	Yes
Class 7	Intercompany Claims	Unimpaired	No (Presumed to accept)
Class 8	Subordinated Securities Claims	Impaired	No (Deemed to reject)
Class 9	Intercompany Interests	Unimpaired	No (Presumed to accept)
Class 10	Existing Equity Interests	Impaired	No (Deemed to reject)

### **3.4 Special Provision Governing Unimpaired Claims.**

Except as otherwise provided in this Plan, nothing under this Plan shall affect the rights of the Debtors or the Post-Effective Date Debtors, as applicable, in respect of any Unimpaired Claims, including all rights in respect of legal and equitable defenses to, or setoffs or recoupments against, any such Unimpaired Claims.

### **3.5 Separate Classification of Other Secured Claims.**

Although all Other Secured Claims have been placed in one Class for purposes of nomenclature within the Plan, each Other Secured Claim, to the extent secured by a Lien on Collateral different from the Collateral securing a different Other Secured Claim, shall be treated as being in a separate sub-Class for the purposes of voting to accept or reject the Plan and receiving Plan Distributions.

### **3.6 Elimination of Vacant Classes.**

Any Class that, as of the commencement of the Confirmation Hearing, does not have at least one holder of a Claim or Interest that is Allowed in an amount greater than zero for voting purposes that votes on the Plan shall be considered vacant, deemed eliminated from the Plan for purposes of voting to accept or reject the Plan, and disregarded for purposes of determining whether the Plan satisfies section 1129(a)(8) of the Bankruptcy Code with respect to such Class.

### **3.7 Voting Classes; Presumed Acceptance by Non-Voting Classes.**

With respect to each Debtor, if a Class contained Claims eligible to vote and no holder of Claims eligible to vote in such Class votes to accept or reject the Plan, the Plan shall be presumed accepted by the holders of such Claims in such Class.

### **3.8 Voting; Presumptions; Solicitation.**

(a) **Acceptance by Certain Impaired Classes.** Only holders of Allowed Claims in Classes 1, 3, 4, 5, 6A, and 6B are entitled to vote to accept or reject the Plan. An Impaired Class of Claims shall have accepted the Plan if (i) the holders of at least two-thirds (2/3) in amount of the Allowed Claims actually voting in such Class have voted to accept the Plan and (ii) the holders of more than one-half (1/2) in number of the Allowed Claims actually voting in such Class have voted to accept the Plan.

(b) **Presumed Acceptance by Unimpaired Classes.** Holders of Claims and Interests in Classes 2, 7 and 9 are conclusively presumed to have accepted the Plan pursuant to section 1126(f) of the Bankruptcy Code. Accordingly, such holders are not entitled to vote to accept or reject the Plan.

(c) **Deemed Rejection by Certain Impaired Classes.** Holders of Claims in Class 8 and Class 10 are deemed to have rejected the Plan pursuant to section 1126(g) of the Bankruptcy Code. Accordingly, such holders are not entitled to vote to accept or reject the Plan.

### 3.9 **Cramdown.**

If any Class is deemed to reject the Plan or is entitled to vote on the Plan and does not vote to accept the Plan, the Debtors may (a) seek confirmation of the Plan under section 1129(b) of the Bankruptcy Code or (b) amend or modify the Plan in accordance with the terms hereof and the Bankruptcy Code. If a controversy arises as to whether any Claims or Interests, or any class of Claims or Interests, are impaired, the Bankruptcy Court shall, after notice and a hearing, determine such controversy on or before the Confirmation Date.

### 3.10 **No Waiver.**

Nothing contained in the Plan shall be construed to waive a Debtor's or other Person's right to object on any basis to any Disputed Claim.

## ARTICLE IV. TREATMENT OF CLAIMS AND INTERESTS.

### 4.1 **Class 1: Other Secured Claims.**

(a) **Treatment:** Except to the extent that a holder of an Allowed Other Secured Claim agrees to a less favorable treatment, in full and final satisfaction of such Allowed Other Secured Claim, at the option of the Debtors or the Post-Effective Date Debtors, such holder shall receive either (i) payment in full in Cash, payable on the later of the Effective Date and the date that is ten (10) Business Days after the date on which such Other Secured Claim becomes an Allowed Other Secured Claim, in each case, or as soon as reasonably practicable thereafter, (ii) such other treatment so as to render such holder's Allowed Other Secured Claim Unimpaired, or (iii) any other treatment consistent with the provisions of section 1129 of the Bankruptcy Code, including by providing such holder with the "indubitable equivalent" of their Allowed Other Secured Claim (which, for the avoidance of doubt, may be in the form of a multi-year promissory note or other financial instrument); *provided*, that any Allowed Other Secured Claim assumed by the Credit Bid Purchaser pursuant to the Credit Bid Purchase Agreement shall be solely an obligation of the Credit Bid Purchaser and the holder of such assumed Claim shall have no recourse to or Claim against the Debtors or Post-Effective Date Debtors or their assets and properties.

(b) **Impairment and Voting:** Allowed Other Secured Claims are Impaired. Holders of Allowed Other Secured Claims are entitled to vote on the Plan.

### 4.2 **Class 2: Priority Non-Tax Claims.**

(a) **Treatment:** Except to the extent that a holder of an Allowed Priority Non-Tax Claim agrees to a less favorable treatment, in full and final satisfaction of such Allowed Priority Non-Tax Claim, each holder of an Allowed Priority Non-Tax Claim shall, at the option of the Debtors or the Post-Effective Date Debtors (i) be paid in full in Cash or (ii) otherwise receive treatment consistent with the provisions of section 1129(a)(9) of the Bankruptcy Code, payable on the later of the Effective Date and the date that is ten (10) Business Days after the date on which such Priority Non-Tax Claim becomes an Allowed Priority Non-Tax Claim, in

each case, or as soon as reasonably practicable thereafter; *provided*, that any Allowed Priority Non-Tax Claim assumed by the Credit Bid Purchaser pursuant to the Credit Bid Purchase Agreement shall be solely an obligation of the Credit Bid Purchaser and the holder of such assumed Claim shall have no recourse to or Claim against the Debtors or Post-Effective Date Debtors or their assets and properties.

(b) **Impairment and Voting:** Allowed Priority Non-Tax Claims are Unimpaired. In accordance with section 1126(f) of the Bankruptcy Code, the holders of Allowed Priority Non-Tax Claims are conclusively presumed to accept the Plan and are not entitled to vote to accept or reject the Plan, and the votes of such holders shall not be solicited with respect to such Allowed Priority Non-Tax Claims.

#### 4.3 **Class 3: FLFO Claims.**

(a) **Treatment:** Except to the extent that a holder of an Allowed FLFO Claim agrees to less favorable treatment, on the Effective Date, in full and final satisfaction of such Allowed FLFO Claim, (a) each holder of an Allowed FLFO Claim shall receive its Pro Rata Share of the FLFO Distribution Amount and (b) all remaining Allowed FLFO Claims shall be assumed by the NewCo Entities as modified to the extent set forth in the First Lien Exit Facility Documents. The Liens securing the FLFO Claims that attach to the Credit Bid Acquired Interests shall be retained and deemed assigned to the First Lien Exit Facility Agent upon the Effective Date to secure the obligations under the First Lien Exit Facility.

(b) **Impairment and Voting:** FLFO Claims are Impaired. Holders of Allowed FLFO Claims are entitled to vote on the Plan.

(c) **Allowance:** The FLFO Claims shall be deemed Allowed on the Effective Date in the FLFO Claims Allowed Amount.

#### 4.4 **Class 4: FLTL Claims.**

(a) **Treatment:** Except to the extent that a holder of an Allowed FLTL Claim agrees to less favorable treatment, on the Effective Date, in full and final satisfaction of and in exchange for such Allowed FLTL Claim and in consideration for the Credit Bid Transaction, each holder of an Allowed FLTL Claim shall receive its Pro Rata Share of:

- (i) 100% of the New Equity Interests, subject to dilution by (w) the Backstop Commitment Equity Premium Interests, (x) the New Equity Interests issued upon exercise of the Subscription Rights, (y) any New Equity Interests issued upon the exercise of the New Money Warrants, SLTL Warrants, or the GUC Warrants, and (z) any New Equity Interests issued pursuant to the Management Incentive Plan; and
- (ii) the FLTL Subscription Rights.

(b) **Impairment and Voting:** FLTL Claims are Impaired. Holders of Allowed FLTL Claims are entitled to vote on the Plan.



(c) **Allowance:** The FLTL Claims shall be deemed Allowed on the Effective Date in the aggregate amount of the FLTL Claims Allowed Amount.

#### 4.5 **Class 5: SLTL Claims.**

(d) **Treatment:** Except to the extent that a holder of an Allowed SLTL Claim agrees to less favorable treatment, on the Effective Date, in full and final satisfaction of and in exchange for such Allowed SLTL Claim, each holder of an Allowed SLTL Claim shall receive its Pro Rata Share of:

- (iii) the SLTL Warrants; and
- (iv) the SLTL Subscription Rights.

(e) **Impairment and Voting:** SLTL Claims are Impaired. Holders of Allowed SLTL Claims are entitled to vote on the Plan.

(f) **Allowance:** The SLTL Claims shall be deemed Allowed on the Effective Date in the aggregate amount of the SLTL Claims Allowed Amount.

#### 4.6 **Class 6A: Unsecured Trade Claims.**

(a) **Treatment:** Except to the extent that a holder of an Allowed Unsecured Trade Claim agrees to less favorable treatment, on the Effective Date, in full and final satisfaction of and in exchange for such Allowed Unsecured Trade Claim, each holder of an Allowed Unsecured Trade Claim that has executed a Trade Agreement shall receive:

- (i) if 14% of the aggregate amount of all Allowed Unsecured Trade Claims is less than or equal to \$8,000,000, Cash in an amount equal to 14% of the Allowed amount of such holder's Allowed Unsecured Trade Claim; or
- (ii) if 14% of the aggregate amount of Allowed Unsecured Trade Claims is greater than \$8,000,000, its Pro Rata share of \$8,000,000.

(b) **Impairment and Voting:** Unsecured Trade Claims are Impaired. Holders of Unsecured Trade Claims are entitled to vote on the Plan.

#### 4.7 **Class 6B: General Unsecured Claims.**

(c) **Treatment:** Except to the extent that a holder of an Allowed General Unsecured Claim agrees to less favorable treatment, on or after the Effective Date, in full and final satisfaction of and in exchange for such Allowed General Unsecured Claim, each holder of an Allowed General Unsecured Claim shall receive, up to the full amount of such holder's Allowed General Unsecured Claim, its Pro Rata Share of:

- (i) the GUC Warrants; and



(ii) any Residual Distributable Value.

(b) **Impairment and Voting:** General Unsecured Claims are Impaired. Holders of General Unsecured Claims are entitled to vote on the Plan.

#### 4.8 **Class 7: Intercompany Claims.**

(a) **Treatment:** On or after the Effective Date, all Intercompany Claims shall be adjusted, reinstated, or discharged in the Debtors' or Post-Effective Date Debtors' discretion.

(b) **Impairment and Voting:** All Allowed Intercompany Claims are deemed Unimpaired. In accordance with section 1126(f) of the Bankruptcy Code, the holders of Allowed Intercompany Claims are conclusively presumed to accept the Plan and are not entitled to vote to accept or reject the Plan, and the votes of such holders shall not be solicited with respect to such Allowed Intercompany Claims.

#### 4.9 **Class 8: Subordinated Securities Claims.**

(a) **Treatment:** All Subordinated Securities Claims, if any, shall be discharged, cancelled, released, and extinguished as of the Effective Date, and will be of no further force or effect, and holders of Allowed Subordinated Securities Claims will not receive any distribution on account of such Allowed Subordinated Securities Claims.

(b) **Impairment and Voting:** Allowed Subordinated Securities Claims are Impaired. In accordance with section 1126(g) of the Bankruptcy Code, holders of Subordinated Securities Claims are conclusively presumed to reject the Plan and are not entitled to vote to accept or reject the Plan, and the votes of such holders shall not be solicited with respect to Subordinated Securities Claims.

#### 4.10 **Class 9: Intercompany Interests.**

(a) **Treatment:** On the Effective Date, all Intercompany Interests, in the Debtors' or the Post-Effective Date Debtors' discretion, shall be adjusted, reinstated, cancelled, or discharged in the Debtors' or Post-Effective Date Debtors' discretion.

(b) **Impairment and Voting:** Intercompany Interests are Unimpaired. In accordance with section 1126(f) of the Bankruptcy Code, the holders of Allowed Intercompany Interests are conclusively presumed to accept the Plan and are not entitled to vote to accept or reject the Plan, and the votes of such holders shall not be solicited with respect to such Allowed Intercompany Interests.

#### 4.11 **Class 10: Existing Equity Interests.**

(a) **Treatment:** On the Effective Date, all Existing Equity Interests shall be canceled, released, and extinguished, and will be of no further force or effect.

(b) **Impairment and Voting:** Allowed Existing Equity Interests are Impaired. Holders of Existing Equity Interests are not entitled to vote on the Plan.

#### **4.12 Treatment of Vacant Classes.**

Any Claim or Interest in a Class that is considered vacant under Section 3.6 of the Plan shall receive no Plan Distribution.

### **ARTICLE V. MEANS FOR IMPLEMENTATION.**

#### **5.1 Plan Settlement; Compromise and Settlement of Claims, Interests, and Controversies.**

Subject to approval by the Bankruptcy Court in connection with confirmation of the Plan, the provisions of the Plan and other documents entered into in connection with the Plan constitute a good faith compromise and settlement among the Debtors, the Consenting Creditors and the Creditors' Committee of claims, Causes of Action and controversies among such parties, including all potential claims, Causes of Action and controversies related to the Challenge Period (as defined in the DIP Order) and any Challenge under the DIP Order, and are in consideration of the value provided to the Estates by the Consenting Creditors, including the value being provided to holders of Unsecured Trade Claims and General Unsecured Claims pursuant to Sections 4.6 and 4.7 hereof. The Plan shall be deemed a motion to approve the Plan Settlement and the good faith compromise and settlement of all of the claims, Causes of Action and controversies described in the foregoing sentence pursuant to sections 363 and 1123(b)(3) of the Bankruptcy Code and Bankruptcy Rule 9019. Entry of the Confirmation Order shall constitute the Bankruptcy Court's approval of the Plan Settlement, as well as a finding by the Bankruptcy Court that the Plan Settlement is fair, equitable, reasonable, and in the best interests of the Debtors and their Estates. For the avoidance of doubt, nothing in this Plan or the Disclosure Statement shall require the Creditors' Committee to take or refrain from taking any action that it determines in good faith would be inconsistent with its fiduciary duties under applicable law. Notwithstanding the foregoing, the Creditors' Committee acknowledges that its entry into the Plan Settlement and its support for this Plan is consistent with its fiduciary duties.

Further, pursuant to sections 363 and 1123(b)(3) of the Bankruptcy Code and Bankruptcy Rule 9019 and in consideration for the distributions and other benefits provided pursuant to the Plan, the provisions of the Plan shall constitute a good faith compromise of Claims, Interests, and controversies relating to the contractual, legal, and subordination rights that a creditor or an Interest holder may have with respect to any Allowed Claim or Allowed Interest or any distribution to be made on account of such Allowed Claim or Allowed Interest. Entry of the Confirmation Order shall constitute the Bankruptcy Court's approval of the compromise or settlement of all such Allowed Claims, Allowed Interests, and controversies, as well as a finding by the Bankruptcy Court that such compromise or settlement is in the best interests of the Debtors, their Estates, and holders of such Allowed Claims and Allowed Interests, and is fair, equitable, and reasonable.

#### **5.2 Credit Bid Transaction; Confirmation Outside Date.**

(a) If the Confirmation Date occurs on or before the Confirmation Outside Date or the Debtors, the Required DIP Lenders, and Requisite FLTL Lenders do not otherwise

elect to pursue a 363 Credit Bid Transaction pursuant to Section 5.2(c) of the Plan, then, on the Effective Date, pursuant to sections 363, 1123, 1141(b) and 1141(c) of the Bankruptcy Code, in accordance with the Credit Bid Purchase Agreement, subject to the satisfaction or waiver of all applicable closing conditions under the Credit Bid Purchase Agreement, (i) all Credit Bid Acquired Interests shall be transferred to, and the Credit Bid Acquired Interests owned by the Debtors shall vest free and clear of all Liens<sup>2</sup> (other than (i) any and all Liens securing the FLFO Claim or the obligations under the First Lien Exit Facility or (ii) Credit Bid Permitted Encumbrances except in the case of Fieldwood U.A. Interests, which shall vest free and clear of all Liens other than Liens described in clause (i) above to the extent contemplated by the First Lien Exit Facility Documents), Claims, charges, Interests, or other encumbrances, including the Credit Bid Consent Rights and the Credit Bid Preferential Purchase Rights, and (ii) all Credit Bid Assumed Liabilities shall be assumed by the Credit Bid Purchaser.

(b) In the event that the transaction pursuant to Section 5.2(a) of the Plan is consummated and in the event of any conflict whatsoever between the terms of the Plan and the Credit Bid Purchase Agreement with respect to the Credit Bid Transaction, the terms of the Credit Bid Purchase Agreement shall control, and the Plan shall be deemed to incorporate in their entirety the terms, provisions, and conditions of the Credit Bid Purchase Agreement.

(c) (x) If the Confirmation Date does not occur before the Confirmation Outside Date or (y) if the estimated amount of Allowed Specified Administrative Expense Claims to be satisfied under the Plan on or after the Effective Date is projected at any time prior to the Confirmation Date to exceed the Toggle Amount (the next Business Day after the occurrence of (x) or (y), the (“**Toggle Date**”), then, with the consent of the Required DIP Lenders and Requisite FLTL Lenders, the Debtors shall:

- (i) within 7 days of the Toggle Date, file a motion (the “**Toggle Motion**”), in form and substance acceptable to the Debtors, the Required DIP Lenders and Requisite FLTL Lenders, seeking entry of an order of the Bankruptcy Court approving a credit bid sale transaction to the Credit Bid Purchaser (or another special purpose bidding entity formed by or at the direction of the Prepetition FLTL Lenders) pursuant to section 363 of the Bankruptcy Code on substantially the same terms as provided in the Credit Bid Purchase Agreement (which terms shall be acceptable to the Debtors, the Requisite FLTL Lenders, and Required DIP Lenders), free and clear of all Liens (other than (i) any and all Liens securing the FLFO Claim or the First Lien Exit Facility or (ii) Credit Bid Permitted Encumbrances except in the case of Fieldwood U.A. Interests, which shall vest free and clear of all Liens other than Liens described in clause (i) above to the extent contemplated by the First Lien Exit Facility Documents), Claims, charges, Interests, or other encumbrances, the Credit Bid Consent Rights and the

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<sup>2</sup> Provided that the Retained Properties (as defined in the Apache Implementation Agreement) shall be transferred in accordance with the Decommissioning Agreement.

Credit Bid Preferential Purchase Rights that are applicable to the Credit Bid Acquired Interests;

- (ii) within 15 days of the Toggle Date and subject to the reasonable consent of Apache, the Requisite FLTL Lenders, the Required DIP Lenders and the Debtors, amend the Apache Definitive Documents as reasonably required to effectuate the 363 Credit Bid Transaction to the Credit Bid Purchaser (or another special purpose bidding entity formed by or at the direction of the Prepetition FLTL Lenders); provided that no such actions shall require the Apache PSA Parties to alter the economics of the Apache Definitive Documents without the Apache PSA Parties' express written consent; and
- (iii) within 35 days of the Toggle Date, obtain entry of an order of the Bankruptcy Court approving the 363 Credit Bid Transaction to the Credit Bid Purchaser (or another special purpose bidding entity formed by or at the direction of the Prepetition FLTL Lenders).

(d) Notwithstanding anything herein to the contrary, upon the occurrence of the Toggle Date, if the transactions under the Toggle Motion (i) (a) individually or in the aggregate, results in a reduction of 10% or more of the total PV-10 of total 2P reserves comprising the assets acquired by the Credit Bid Purchaser (which shall be calculated by reference to the FWE YE2020 Internal Reserve Report (as of 5.1.21)), (b) results in any contract rights constituting material assets not being acquired by the Credit Bid Purchaser, (c) individually or in the aggregate, results in an increase by \$40.0 million or more (which, for the avoidance of doubt, in the case of plugging and abandonment liabilities, shall be calculated on a present value basis) in liabilities assumed by the Credit Bid Purchaser, (d) relates to any change in treatment or recovery of the Prepetition FLFO Credit Agreement or First Lien Exit Facility, or (e) provide for any differences from the transaction under this Plan that are materially adverse to the interests of the First Lien Exit Facility Agent and the First Lien Exit Facility Lenders, and (ii) are not (a) reasonably acceptable to the Prepetition FLFO Agent with respect to the foregoing clause (i)(b) or (e), or (ii) acceptable to the Prepetition FLFO Agent with respect to the foregoing clause (i)(a),(c), or (d), then all rights of the Prepetition FLFO Secured Parties set forth in the Prepetition FLFO Credit Agreement and related documents to object to the Toggle Motion on any grounds are expressly preserved, and all of the Prepetition FLFO Secured Parties' claims, rights, and remedies are reserved for all purposes, including the right to obtain treatment and transaction structure different than as set forth in the Toggle Motion.

(e) Notwithstanding anything in the Credit Bid Purchase Agreement or any agreement entered into pursuant to Section 5.2(c) of the Plan to the contrary, the Credit Bid Purchaser shall not be liable for any liability or obligation on account of any Claim or Interest that is compromised, settled, released or discharged pursuant to this Plan.

### 5.3 Equity Rights Offerings.

(a) On the Effective Date, the Debtors shall consummate the Equity Rights Offerings.

(b) [FLTL Equity Rights Offering. The FLTL Equity Rights Offering shall be fully backstopped by the FLTL ERO Backstop Parties in accordance with and subject to the terms and conditions of the FLTL ERO Backstop Agreement. The right to participate in the FLTL Equity Rights Offering may not be sold, transferred, or assigned, except in the circumstances described in the FLTL ERO Backstop Agreement. In accordance with the FLTL ERO Backstop Agreement and subject to the terms and conditions thereof, each of the FLTL ERO Backstop Parties, among other things, has agreed, severally but not jointly, to purchase, on or prior to the Effective Date, its respective [FLTL ERO Backstop Commitment Percentage] of the [FLTL Unsubscribed Shares]. In exchange for providing the backstop commitment for the Equity Rights Offering, the FLTL ERO Backstop Parties shall receive, among other things, the FLTL ERO Backstop Commitment Premium Equity Interests payable in accordance with the terms of the FLTL ERO Backstop Agreement.]

(c) [SLTL Equity Rights Offering. The SLTL Equity Rights Offering shall be fully backstopped by the SLTL ERO Backstop Parties in accordance with and subject to the terms and conditions of the SLTL ERO Backstop Agreement. The right to participate in the SLTL Equity Rights Offering may not be sold, transferred, or assigned, except in the circumstances described in the SLTL ERO Backstop Agreement. In accordance with the SLTL ERO Backstop Agreement and subject to the terms and conditions thereof, each of the SLTL ERO Backstop Parties, among other things, has agreed, severally but not jointly, to purchase, on or prior to the Effective Date, its respective [SLTL ERO Backstop Commitment Percentage] of the [SLTL Unsubscribed Shares]. In exchange for providing the backstop commitment for the SLTL Equity Rights Offering, the SLTL ERO Backstop Parties shall receive, among other things, the SLTL ERO Backstop Commitment Premium Equity Interests payable in accordance with the terms of the SLTL ERO Backstop Agreement.]

### 5.4 New Equity Interests.

(a) On the Effective Date, NewCo is authorized to issue or cause to be issued and shall, issue the New Equity Interests for eventual distribution in accordance with the terms of this Plan without further notice to or order of the Bankruptcy Court, act or action under applicable law, regulation, order, or rule, or the vote, consent, authorization, or approval of any Person. The New Equity Interests shall be issued and distributed free and clear of all Liens, Claims, and other Interests. All of the New Equity Interests issued pursuant to the Plan shall be duly authorized and validly issued.

(b) On the Effective Date, NewCo and all holders of the New Equity Interests then outstanding shall be deemed to be parties to the NewCo Organizational Documents, where applicable, substantially in the form, or consistent with the term sheets, contained in the Plan Supplement, without the need for execution by any such holder. The NewCo Organizational Documents shall be binding on NewCo and its subsidiaries (including the Credit Bid Purchaser) and all parties receiving, and all holders of, New Equity Interests.

### **5.5 NewCo Organizational Documents**

The NewCo Organizational Documents will be in form and substance acceptable to the Debtors, Requisite FLTL Lenders, and the Required DIP Lenders. After the Effective Date, the NewCo Organizational Documents may be amended or restated as permitted by such documents and the laws of their respective states, provinces, or countries of incorporation or organization.

### **5.6 New Money Warrants, SLTL Warrants and GUC Warrants**

On or after the Effective Date, NewCo is authorized to issue or cause to be issued and shall, as provided for in this Plan, issue (i) the New Money Warrants for distribution to the New Money Second Lien Exit Facility Lenders, the SLTL Warrants to the holders of Allowed SLTL Claims, and the GUC Warrants to the holders of Allowed General Unsecured Claims, in each case in accordance with the terms of the Plan and Confirmation Order without further notice to or order of the Bankruptcy Court, act or action under applicable law, regulation, order, or rule, or the vote, consent, authorization, or approval of any Person and (ii) upon exercise of the New Money Warrants, New Equity Interests issuable upon exercise of the New Money Warrants. The New Money Warrants, the SLTL Warrants, and GUC Warrants shall be issued and distributed free and clear of all Liens, Claims, and other Interests. All of the New Money Warrants, the SLTL Warrants, and GUC Warrants issued pursuant to the Plan, including as contemplated by the Credit Bid Transaction and the Second Lien Exit Facility Term Sheet, and all New Equity Interests issued upon exercise of the New Money Warrants, the SLTL Warrants, and the GUC Warrants shall be duly authorized and validly issued.

### **5.7 Plan of Merger**

(a) On the Effective Date, but after the consummation of the transactions contemplated by the Credit Bid Purchase Agreement, Fieldwood Energy LLC shall adopt the Plan of Merger and, in accordance with the terms thereof and solely to the extent therein, upon the effective time of the Divisional Merger as provided for in the Plan of Merger, the (i) FWE Assets will be allocated to and vest in FWE I and FWE III pursuant to the terms of the Plan of Merger, in each case, free and clear of all Plan of Merger Consent Rights and Plan of Merger Preferential Purchase Rights; and (ii) the FWE I Obligations shall be allocated to and shall vest in, and shall constitute liabilities and obligations of, FWE I and the FWE III Obligations shall be allocated to and shall vest in, and shall constitute liabilities and obligations of, FWE III. Immediately after the effective time of the Divisive Merger as provided in the Plan of Merger, the only assets, properties and rights of, and the only liabilities and obligations of, (i) FWE I will be the FWE I Assets and FWE I Obligations and (ii) FWE III will be the FWE III Assets and FWE III Obligations.

(b) All of the membership interests of FWE I and FWE III shall be owned by Post-Effective Date FWE Parent.

(c) Notwithstanding anything to the contrary in the Plan of Merger, any claim or interest that is satisfied, compromised, settled, released or discharged pursuant to the Plan shall not constitute an FWE I Obligation or FWE III Obligation.



## 5.8 Single Share

(a) On the Effective Date, one share of Post-Effective Date FWE Parent common stock (the “**Single Share**”) shall be issued to the Plan Administrator to hold in trust as custodian for the benefit of the holders of Allowed General Unsecured Claims and the Single Share shall be recorded on the books and records maintained by the Plan Administrator.

(b) On the date that FWE Parent’s Chapter 11 Case is closed in accordance with Section 5.25 of this Plan, the Single Share issued on the Effective Date pursuant to the Plan shall be deemed cancelled and of no further force and effect, provided that such cancellation does not adversely impact the Debtors’ Estates.

## 5.9 Plan Administrator

(a) *Appointment.* The Plan Administrator’s retention shall commence on the Effective Date and shall continue until: (i) the Bankruptcy Court has entered an order or orders closing each of the Chapter 11 Cases; (ii) the Bankruptcy Court enters an order removing the Plan Administrator for cause; or (iii) the Plan Administrator voluntarily resigns, upon notice filed with the Bankruptcy Court, and a successor Plan Administrator is appointed in accordance with this Plan.

(b) *Authority.* Subject to Section 5.9(c) of this Plan, the Plan Administrator shall have all the rights, powers, authority, and duties on behalf of each of the Debtors and Post-Effective Date Debtors, without the need for Bankruptcy Court approval (unless otherwise indicated), to carry out and implement all provisions of the Plan, including, without limitation, to:

- (i) subject to Section 7 of the Plan, except to the extent Claims have been previously Allowed, control and effectuate the Claims reconciliation process in accordance with the terms of this Plan, including to object to, seek to subordinate, compromise or settle any and all Claims against the Debtors;
- (ii) make Distributions to holders of Allowed Claims and Interests in accordance with this Plan, including distributions from the Claims Reserve, Professional Fee Escrow and Plan Administrator Expense Reserve;
- (iii) exercise its reasonable business judgment to direct and control the Debtors or Post-Effective Date Debtors under this Plan and in accordance with applicable law as necessary to maximize Distributions to holders of Allowed Claims;
- (iv) prepare, file, and prosecute any necessary filings or pleadings with the Bankruptcy Court to carry out the duties of the Plan Administrator as described herein;



- (v) engage in the ownership, operation, plugging and abandonment, and decommissioning of the FWE III Assets, including the FWE III Oil & Gas Lease Interests;
- (vi) abandon any property determined by the Plan Administrator to be of *de minimis* value or burdensome to the Estates;
- (vii) other than any Causes of Action released by the Debtors pursuant to this Plan or otherwise, prosecute all Causes of Action on behalf of the Debtors, elect not to pursue any Causes of Action, and determine whether and when to compromise, settle, abandon, dismiss, or otherwise dispose of any such Causes of Action, as the Plan Administrator may determine is in the best interests of the Debtors and their Estates;
- (viii) retain, employ, terminate, or replace professionals to assist or represent it in performing its duties under this Plan;
- (ix) pay all fees, expenses, debts, charges, and liabilities of the Post-Effective Date Debtors, including any Restructuring Expenses, from the Plan Administrator Expense Reserve or otherwise;
- (x) comply with, and cause the Debtors and Post-Effective Date Debtors to comply with, the Debtors' or Post-Effective Date Debtors' continuing obligations under the Credit Bid Purchase Agreement;
- (xi) maintain the books and records and accounts of the Debtors and Post-Effective Date Debtors;
- (xii) establish and maintain bank accounts in the name of the Post-Effective Date Debtors;
- (xiii) incur and pay reasonable and necessary expenses in connection with the performance of duties under this Plan, including the reasonable fees and expenses of professionals retained by the Plan Administrator;
- (xiv) following the Effective Date, pay any fees and expenses in Cash in accordance with Section 2.4 of this Plan;
- (xv) administer each Debtor's and Post-Effective Date Debtors' tax obligations, including (i) filing tax returns and paying tax obligations and (ii) representing the interest and account of each Debtor, each Debtor's estate, or each Post-Effective Date Debtor before any taxing authority in all matters including, without limitation, any action, suit, proceeding or audit;

- (xvi) prepare and file any and all informational returns, reports, statements, returns or disclosures relating to the Debtors or Post-Effective Date Debtor that are required hereunder, by any Governmental Unit or applicable law;
- (xvii) pay statutory fees in accordance with Section 12.1 of this Plan;
- (xviii) perform other duties and functions that are consistent with the implementation of the Plan or as the Plan Administrator reasonably deems to be necessary and proper to carry out the provisions of this Plan; and
- (xix) close the Chapter 11 Cases pursuant to Section 5.25 of this Plan.

(c) *Board of Directors and Officers.*

- (i) The officers and directors of the Debtors existing before the Effective Date shall be relieved of any and all duties with the respect to the Debtors as of the Effective Date.
- (ii) Upon the Effective Date, the Plan Administrator shall serve as the sole officer, director, or manager of each Post-Effective Date Debtor. The Plan Administrator may also elect such additional managers(s) and officer(s) of each Post-Effective Date Debtor as the Plan Administrator deems necessary to implement this Plan and the actions contemplated herein. The Plan Administrator shall also have the power to act by written consent to remove any officer or manager of any Post-Effective Date Debtor at any time with or without cause.

(d) *Post-Effective Date Operations.* After the Effective Date, pursuant to this Plan, the Plan Administrator shall operate the Post-Effective Date Debtors without any further approval by the Bankruptcy Court and free of any restrictions of the Bankruptcy Code or Bankruptcy Rules.

(e) *Post-Effective Date Expenses.* On and after the Effective Date, all costs, expenses and obligations incurred by the Plan Administrator in administering this Plan, the Post-Effective Date Debtors, or in any manner connected, incidental, or related thereto, in effecting distributions from the Post-Effective Date Debtors thereunder (including the reimbursement of reasonable expenses) shall be incurred and paid from the Plan Administrator Expense Reserve.

(f) *Indemnification.* Each of the Estates and the Post-Effective Date Debtors shall indemnify and hold harmless the Plan Administrator solely in its capacity as such for any losses incurred in such capacity, except to the extent such losses were the result of the Plan Administrator's gross negligence or willful misconduct.

(g) *Cooperation.* The Debtors, the Post-Effective Date Debtors, the Plan Administrator, the FWE I Sole Manager, and NewCo and its subsidiaries (including the Credit

Bid Purchaser) and their respective professionals, as appropriate, shall cooperate with each other in relation to their respective activities and obligations in respect of this Plan, including objecting to, settling or otherwise reconciling claims as provided herein, and by providing reasonable, good-faith access to personnel, systems, and books and records and their respective personnel and consulting with each other to avoid duplication of effort; *provided, however*, that the Debtors, the Post-Effective Date Debtors, the Plan Administrator, the FWE I Sole Manager, and NewCo and its subsidiaries (including the Credit Bid Purchaser) and including its advisors, if any) shall enter into a confidentiality agreement before sharing of any such documents and/or information to the extent deemed reasonably necessary by the Post-Effective Date Debtors, the Credit Bid Purchaser, or Plan Administrator, as applicable.

#### **5.10 Plan Funding.**

Plan Distributions of Cash shall be funded from, among other things, the Debtors' Cash on hand (including the proceeds of the DIP Facility), the New Money Consideration, and the proceeds of the Equity Rights Offerings.

#### **5.11 The Exit Facilities**

(a) On the Effective Date, the Credit Bid Purchaser shall execute and deliver the Exit Facility Documents and such documents shall become effective in accordance with their terms. On and after the Effective Date, the Exit Facility Documents shall constitute legal, valid, and binding obligations of the Credit Bid Purchaser and be enforceable in accordance with their respective terms and such obligations shall not be enjoined or subject to discharge, impairment, release, avoidance, recharacterization, or subordination under applicable law, the Plan or the Confirmation Order, and the Credit Bid Purchaser shall be authorized to incur the loans under the Exit Facilities and use the proceeds of such loans, in each case, in accordance with the terms of this Plan and the Exit Facility Documents without further notice to or order of the Bankruptcy Court, act or action under applicable law, regulation, order, or rule, or the vote, consent, authorization, or approval of any Person. The terms and conditions of the Exit Facility Documents shall bind the Credit Bid Purchaser and each other Entity that enters into the Exit Facility Documents.

(b) Confirmation shall be deemed approval of the Exit Facility Documents (including the transactions and related agreements contemplated thereby, and all actions to be taken, undertakings to be made, and obligations to be incurred and fees and expenses to be paid by the Debtors or Post-Effective Date Debtors, as applicable, in connection therewith), the First Lien Exit Facility Commitment Letter (including the transactions contemplated thereby, and all actions to be taken, undertakings to be made, and obligations and guarantees to be incurred and fees paid in connection therewith (including any payments under the First Lien Exit Facility Commitment Letter)), and the Second Lien Backstop Commitment Letter (including the transactions contemplated thereby, and all actions to be taken, undertakings to be made, and obligations and guarantees to be incurred and fees paid in connection therewith (including the Second Lien Backstop Commitment Premium and any other payments under the Backstop Agreement)), and, to the extent not approved by the Bankruptcy Court previously, the Credit Bid Purchaser will be authorized to, without further notice to the Bankruptcy Court, (i) execute and deliver those documents necessary or appropriate to obtain the Exit Facilities, including the Exit

Facility Documents, each as applicable, and incur and pay any fees and expenses in connection therewith, and (ii) make any act or take any action under applicable law, regulation, order or rule or vote, consent, authorization, or approval of any Person, subject to such modifications as the Credit Bid Purchaser may deem to be necessary to enter into the Exit Facility Documents.

(c) On the Effective Date, all of the claims, liens, and security interests to be granted in accordance with the terms of the Exit Facility Documents (i) shall be legal, binding, and enforceable liens on, and security interests in, the collateral granted thereunder in accordance with the terms of the Exit Facility Documents, (ii) shall be deemed automatically attached and perfected on the Effective Date, subject only to such liens and security interests as may be permitted under the Exit Facility Documents with the priorities established in respect thereof under applicable non-bankruptcy law and the New Intercreditor Agreement, and (iii) shall not be subject to avoidance, recharacterization, or subordination (including equitable subordination) for any purposes whatsoever and shall not constitute preferential transfers, fraudulent conveyances, or other voidable transfers under the Bankruptcy Code, this Plan, the Confirmation Order or applicable non-bankruptcy law. To the extent provided in the Exit Facility Documents, the Exit Facility Agents are authorized, but not required, to file with the appropriate authorities mortgages, financing statements and other documents, and to take any other action in order to evidence, validate, and perfect such liens or security interests.

(d) On the Effective Date, the Credit Bid Purchaser, the First Lien Exit Facility Agent and the Second Lien Exit Facility Agent shall enter into the New Intercreditor Agreement substantially in the form contained in the Plan Supplement.

## **5.12 Apache Definitive Documents.**

(a) On the Effective Date following the consummation of the Plan of Merger and the Effective Time (as defined in the Plan of Merger), FWE I shall be authorized to execute, deliver, and enter into the Apache Definitive Documents, including the Standby Credit Facility Documents, without further (i) notice to or order or other approval of the Bankruptcy Court, (ii) act or omission under applicable law, regulation, order, or rule, (iii) vote, consent, authorization, or approval of any Person, or (iv) action by the holders of Claims or Interests. The Standby Loan Agreement shall constitute a legal, valid, binding and authorized obligation of FWE I, enforceable in accordance with its terms and such obligations shall not be enjoined or subject to discharge, impairment, release, avoidance, recharacterization, or subordination under applicable law, the Plan or the Confirmation Order. The financial accommodations to be extended pursuant to the Standby Loan Agreement (and other definitive documentation related thereto) are reasonable and are being extended, and shall be deemed to have been extended, in good faith and for legitimate business purposes.

### **(b) FWE I Sole Manager**

- (i) Upon the Effective Date, the FWE I Sole Manager shall be appointed. Upon the Effective Date, the new governance structure of FWE I will be set forth in the FWE I LLC Agreement.

- (ii) On and after the Effective Date, the FWE I Sole Manager and Plan Administrator shall mutually cooperate to establish any procedures and protocols as they deem necessary to carry out their respective duties; *provided, however*, that any such procedures and protocols shall be consistent with the terms of this Plan and the Sole Manager Agreement (as defined in the Apache Implementation Agreement).
- (iii) FWE I shall indemnify and hold harmless the FWE I Sole Manager solely in its capacity as such for any losses incurred in such capacity, except to the extent such losses were the result of the FWE I Sole Manager's gross negligence or willful misconduct.

### **5.13 Abandonment of Certain Properties**

Immediately upon the occurrence of the Effective Date, the Debtors' rights to and interests in executory contracts and unexpired federal leases, rights-of-way, and right-of-use-and-easements listed on the Schedule of Abandoned Properties are abandoned pursuant to the Plan without further notice to or order of the Bankruptcy Court pursuant to Sections 105(a) and 554(a) of the Bankruptcy Code and/or deemed rejected pursuant to Section 365 of the Bankruptcy Code, as applicable. The Abandoned Properties shall not be allocated to nor vest in the Post-Effective Date Debtors or NewCo and its subsidiaries, including the Credit Bid Purchaser. Except as otherwise provided in this Plan or the Confirmation Order, the Debtors, their Estates, and the Post-Effective Date Debtors shall not be liable for any obligations whatsoever arising from or relating to the post-Effective Date period with regards to the Abandoned Properties. Nothing in this Plan or the Confirmation Order shall be construed as barring, waiving, or limiting the United States' rights to assert a claim against the Debtors, the Post-Effective Date Debtors or any co-lessees or predecessors in interest with respect to the Abandoned Properties for any decommissioning obligations for the Abandoned Properties.

### **5.14 Establishment of Claims Reserve.**

On the Effective Date, the Debtors shall, with the consent of the Requisite FLTL Lenders and the DIP Lenders, establish and fund the Claims Reserve by depositing Cash, in the amount of the Claims Reserve Amount into the Claims Reserve. The Claims Reserve shall be used to pay Allowed Administrative Expense Claims, Allowed Priority Tax Claims, Allowed Priority Non-Tax Claims, Allowed Other Secured Claims (to the extent such Claims do not receive other treatment), Allowed Unsecured Trade Claims, and Cure Amounts in accordance with the terms of this Plan. Any amounts remaining in the Claims Reserve after satisfaction of all Allowed Administrative Expense Claims, Allowed Priority Tax Claims, Allowed Priority Non-Tax Claims, Allowed Other Secured Claims, Allowed Unsecured Trade Claims, and Cure Amounts shall constitute Residual Distributable Value.

### **5.15 Plan Administrator Expense Reserve.**

On or before the Effective Date, the Plan Administrator shall establish the Plan Administrator Expense Reserve. On the Effective Date, the Plan Administrator shall deposit

Cash in the Plan Administrator Expense Reserve Amount into the Plan Administrator Expense Reserve. The Plan Administrator Expense Reserve shall be used by the Plan Administrator solely to satisfy the expenses of the Plan Administrator and the Post-Effective Date Debtors as set forth in this Plan. Any amount remaining in the Plan Administrator Expense Reserve after the dissolution of all the Post-Effective Date Debtors shall constitute Residual Distributable Value. In no event shall the Plan Administrator be required or permitted to use its personal funds or assets for the purposes of carrying out its duties under this Plan.

**5.16 Continued Corporate Existence; Effectuating Documents; Further Transactions.**

(a) Except as otherwise provided in the Plan, the Debtors shall continue to exist after the Effective Date as Post-Effective Date Debtors in accordance with the applicable laws of the respective jurisdictions in which they are incorporated or organized and pursuant to the Amended Organizational Documents.

(b) On or after the Effective Date (in any case, following the consummation of the Credit Bid Transaction), but subsequent to the consummation of the transactions contemplated by the Credit Bid Purchase Agreement if the Credit Bid Transaction occurs, without prejudice to the rights of any party to a contract or other agreement with any Post-Effective Date Debtor, each Post-Effective Date Debtor may, in the sole discretion of the Plan Administrator, take such action as permitted by applicable law, the applicable Amended Organizational Documents or other applicable corporate governance documents, the Apache Definitive Documents, any Additional Predecessor Agreement Documents, as such Post-Effective Date Debtor may determine is reasonable and appropriate, including, causing: (i) the consummation of a Divisional Merger as contemplated by the Plan of Merger, (ii) the taking of any action contemplated by any Additional Predecessor Agreement Documents and the consummation thereof (including the formation of a new entity or consummation of a divisional merger), (iii) a Post-Effective Date Debtor to be merged into another Post-Effective Date Debtor or an affiliate of a Post-Effective Date Debtor; (iv) a Post-Effective Date Debtor to be dissolved; (v) the legal name of a Post-Effective Date Debtor to be changed; (vi) a Post-Effective Date Debtor to convert its form of entity; or (vii) the closure of a Post-Effective Date Debtor's Chapter 11 Case on the Effective Date or any time thereafter, and such action and documents are deemed to require no further action or approval (other than any requisite filings required under the applicable state, provincial and federal or foreign law).

(c) On the Effective Date or as soon thereafter as is reasonably practicable (in any case, following the consummation of the Credit Bid Transaction), but subsequent to the consummation of the transactions contemplated by the Credit Bid Purchase Agreement if the Credit Bid Transaction occurs, the Post-Effective Date Debtors, acting through the Plan Administrator, may take all actions as may be necessary or appropriate to effect any transaction described in, approved by, or necessary or appropriate to effectuate the Plan, including, (i) the execution and delivery of appropriate agreements or other documents of merger, consolidation, restructuring, conversion, disposition, transfer, dissolution, or liquidation containing terms that are consistent with the terms of the Plan and the Plan Supplement and that satisfy the requirements of applicable law and any other terms to which the applicable entities may agree; (ii) the execution and delivery of appropriate instruments of transfer, assignment, assumption, or



delegation of any Asset, property, right, liability, debt, or obligation on terms consistent with the terms of the Plan and having other terms to which the applicable parties agree; (iii) the filing of appropriate organizational documents governing the Post-Effective Date Debtors, including the Post-Effective Date Debtors' respective Amended Organizational Documents, and any amendments or restatements thereto, or any documents governing any Post-Effective Date Debtor's reincorporation, merger, consolidation, conversion, or dissolution pursuant to applicable law and, as necessary, other constituent documents, including, without limitation, the organizational documents governing non-Debtor subsidiaries, as permitted by the laws of their respective states of incorporation; (iv) the Restructuring Transactions; and (v) all other actions that the applicable entities determine to be necessary or appropriate, including, making filings or recordings that may be required by applicable law.

#### **5.17 Corporate Action.**

(a) Upon the Effective Date, all actions contemplated by this Plan shall be deemed authorized and approved in all respects, including (i) entry into or execution of the Credit Bid Purchase Agreement and consummation of the transactions contemplated therein, (ii) the assumption or assumption and assignment of executory contracts and unexpired leases as provided herein, (iii) the appointment of the Plan Administrator and the FWE I Sole Manager, (iv) the entry into or execution of the Apache Definitive Documents and all documentation relating thereto, including the Plan of Merger and Standby Credit Facility Documents, (v) the entry into or execution of any Additional Predecessor Agreement Documents and all documentation relating thereto, including any plan of merger, divisional merger, or the creation of a new entity, (vi) entry into or execution of the Exit Facility Documents (and any other documentation related thereto, including the New Intercreditor Agreement), (vii) any other Restructuring Transaction, and (viii) all other actions contemplated by the Plan (whether to occur before, on, or after the Effective Date), in each case in accordance with and subject to the terms hereof. All matters provided for in this Plan involving the corporate or limited liability company structure of the Debtors or the Post-Effective Date Debtors, and any corporate or limited liability company action required by the Debtors or the Post-Effective Date Debtors in connection with this Plan shall be deemed to have occurred and shall be in effect, without any requirement of further action by the security holders, directors, managers, or officers of the Debtors or the Post-Effective Date Debtors.

(b) On or before (as applicable) the Effective Date, the appropriate directors, officers, and managers of the Debtors, the Plan Administrator, or the FWE I Sole Manager, as applicable, shall be authorized and directed to issue, execute, and deliver the agreements, documents, securities, and instruments contemplated by this Plan (or necessary or desirable to effect the transactions contemplated by this Plan). The authorizations and approvals contemplated by this Section 5.17 shall be effective notwithstanding any requirements under nonbankruptcy law.

#### **5.18 Cancellation of Existing Securities and Agreements.**

Except for the purpose of evidencing a right to and allowing holders of Claims to receive a distribution under this Plan, and except as otherwise set forth in the Plan, or in the Plan Supplement or any related agreement, instrument, or document, on the Effective Date, all

agreements, instruments, notes, certificates, indentures, mortgages, security documents, reimbursement obligations, and other instruments or documents evidencing or creating any prepetition Claim or Interest (collectively, the “**Cancelled Agreements**”) (except that the following shall not be Cancelled Agreements: (i) the agreements, instruments, notes, certificates, indentures, mortgages, security documents, and other instruments or documents governing, relating to and/or evidencing certain Intercompany Interests not modified by the Plan and any rights of any holder in respect thereof and (ii) the Decommissioning Agreement, and any and all bonds and letters of credit constituting Decommissioning Security) shall be deemed cancelled and of no force or effect and the Debtors shall not have any continuing obligations thereunder; *provided, however*, that each of the Cancelled Agreements shall continue in effect solely for the purposes of, (x) allowing holders of Claims or Interests to receive distributions under the Plan on account of such Claims or Interests and (y) allowing and preserving the rights of the Prepetition FLFO Administrative Agent, the Prepetition FLFO Collateral Agent, the Prepetition FLTL Administrative Agent, the Prepetition SLTL Administrative Agent, and the DIP Agent, as applicable, to (1) make distributions on account of such Claims or Interests; (2) maintain, enforce, and exercise their respective liens, including any charging liens, as applicable, under the terms of the applicable agreements, or any related or ancillary document, instrument, agreement, or principle of law, against any money or property distributed or allocable on account of such Claims, as applicable; (3) seek compensation and reimbursement for any reasonable and documented fees and expenses incurred in connection with the implementation of the Plan required to be paid pursuant to the applicable agreement; (4) maintain, enforce, and exercise any right or obligation to compensation, indemnification, expense reimbursement, or contribution, or any other claim or entitlement that the Prepetition FLFO Administrative Agent, the Prepetition FLFO Collateral Agent, the Prepetition FLTL Administrative Agent, the Prepetition SLTL Administrative Agent, and the DIP Agent may have under this Plan, the applicable credit agreements, collateral agreements, or pledge agreements; and (5) appear and raise issues in these Chapter 11 Cases or in any proceeding in the Bankruptcy Court or any other court after the Effective Date on matters relating to this Plan or the applicable credit agreements; *provided, further*, that the Prepetition FLFO Administrative Agent, the Prepetition FLFO Collateral Agent, the Prepetition FLTL Administrative Agent, the Prepetition SLTL Administrative Agent, and the DIP Agent may take such further action to implement the terms of the Plan, including the Restructuring Transactions, as agreed to with the Debtors or the Post-Effective Date Debtors, as applicable to the extent not inconsistent with the Confirmation Order or this Plan.

#### **5.19 Cancellation of Certain Existing Security Interests.**

Upon the full payment or other satisfaction of an Allowed Other Secured Claim, or promptly thereafter, the holder of such Allowed Other Secured Claim shall deliver to the Debtors or the Post-Effective Date Debtors, as applicable, any Collateral or other property of a Debtor held by such holder, together with any termination statements, instruments of satisfaction, or releases of all security interests with respect to its Allowed Other Secured Claim that may be reasonably required to terminate any related financing statements, mortgages, mechanics’ or other statutory Liens, or lis pendens, or similar interests or documents.

Except, for the avoidance of doubt, with respect to any mortgages, deeds of trust, Liens, pledges, and any other security interests of the Prepetition FLFO Administrative Agent or the Exit Facility Agents, after the Effective Date and in accordance with the terms of the

Confirmation Order, the Debtors or the Post-Effective Date Debtors, at their expense, may, in their sole discretion, take any action necessary to terminate, cancel, extinguish, and/or evidence the release of any and all mortgages, deeds of trust, Liens, pledges, and other security interests with respect to any Claim or Interest, including, without limitation, the preparation and filing of any and all documents necessary to terminate, satisfy, or release any mortgages, deeds of trust, Liens, pledges, and other security interests held by the Prepetition Agents, including, without limitation, UCC-3 termination statements and mortgage release documentation.

## **5.20 Intercompany Interests; Corporate Reorganization.**

To the extent reinstated under the Plan, on the Effective Date, the Intercompany Interests (a) shall be reinstated for the ultimate benefit of the holders of Claims and Interests as set forth in the Plan (b) without the need for any further corporate action or approval of any board of directors, board of managers, managers, management, or stockholders of any Debtor or Post-Effective Date Debtor, as applicable, the certificates and all other documents representing the Intercompany Interests shall be deemed to be in full force and effect.

## **5.21 Restructuring Transactions.**

On the Effective Date or as soon as reasonably practicable thereafter, the Debtors or the Post-Effective Date Debtors, acting through the Plan Administrator, or the FWE I Sole Manager, as applicable, may take all actions consistent with the Plan and the Confirmation Order, as may be necessary or appropriate to effect any transaction described in, approved by, contemplated by, or necessary to effectuate the Restructuring Transactions under and in connection with the Plan.

## **5.22 Liquidating Trust.**

In the event the Plan Administrator determines, in its discretion, that to carry out and implement the provisions of this Plan certain assets should be transferred to a liquidating trust for the benefit of one or more classes of Claims, (1) the terms of the liquidating trust shall be set forth in a liquidating trust agreement, (2) the liquidating trust shall be structured to qualify as a “liquidating trust” within the meaning of Treasury Regulations section 301.7701-4(d) and in compliance with Revenue Procedure 94-45, 1994-2 C.B. 684, and, thus, as a “grantor trust” within the meaning of sections 671 through 679 of the Tax Code of which the holders of Claims who become the liquidating trust beneficiaries (as determined for U.S. federal income tax purposes) are the owners and grantors, consistent with the terms of the Plan, (3) the sole purpose of the liquidating trust shall be the liquidation and distribution of the assets transferred to the liquidating trust in accordance with Treasury Regulations section 301.7701-4(d), including the resolution of Claims, with no objective to continue or engage in the conduct of a trade or business, (4) all parties (including the Debtors, holders of Claims, and the trustee of the liquidating trust) shall report consistently with such treatment (including the deemed receipt of the underlying assets, subject to applicable liabilities and obligations, by the holders of Allowed Claims, as applicable, followed by the deemed transfer of such assets to the liquidating trust), (5) all parties shall report consistently with the valuation of the assets transferred to the liquidating trust as determined by the trustee of the liquidating trust (or its designee), (6) the trustee of the liquidating trust shall be responsible for filing returns for the trust as a grantor trust pursuant to

Treasury Regulations section 1.671-4(a), and (7) the trustee of the liquidating trust shall annually send to each holder of an interest in the liquidating trust a separate statement regarding the receipts and expenditures of the trust as relevant for U.S. federal income tax purposes. Subject to definitive guidance from the Internal Revenue Service or a court of competent jurisdiction to the contrary (including the receipt by the trustee of the liquidating trust of a private letter ruling if the trustee so requests one, or the receipt of an adverse determination by the Internal Revenue Service upon audit if not contested by the trustee), the trustee of the liquidating trust may timely elect to (y) treat any portion of the liquidating trust allocable to Disputed Claims as a “disputed ownership fund” governed by Treasury Regulations section 1.468B-9 (and make any appropriate elections) and (z) to the extent permitted by applicable law, report consistently with the foregoing for state and local income tax purposes. If a “disputed ownership fund” election is made, (i) all parties (including the Debtors, holders of Claims, and the trustee of the liquidating trust) shall report for U.S. federal, state, and local income tax purposes consistently with the foregoing, and (ii) any tax imposed on the liquidating trust with respect to assets allocable to Disputed Claims (including any earnings thereon and any gain recognized upon the actual or deemed disposition of such assets) will be payable out of such assets and, in the event of insufficient Cash to pay any such taxes, the trustee of the liquidating trust may sell all or part of such assets to pay the taxes. The trustee of the liquidating trust may request an expedited determination of taxes of the liquidating trust, including any reserve for Disputed Claims, under section 505(b) of the Bankruptcy Code for all tax returns filed for, or on behalf of, the liquidating trust for all taxable periods through the dissolution of the liquidating trust.

### **5.23 Securities Exemptions.**

(a) The offer, issuance, and distribution of the New Equity Interests (other than the Backstop Commitment Premium Equity Interests, the New Money Warrants, or any New Equity Interests issued upon exercise of the New Money Warrants or under the Management Incentive Plan), the Subscription Rights, the SLTL Warrants, and the GUC Warrants to holders of Allowed FLTL Claims, Allowed SLTL Claims, and General Unsecured Claims, as applicable, under Article IV of this Plan, and the New Equity Interests issued upon exercise of the Subscription Rights, the SLTL Warrants, or the GUC Warrants, shall be exempt, pursuant to section 1145 of the Bankruptcy Code, without further act or actions by any Person, from registration under the Securities Act, and all rules and regulations promulgated thereunder, and any other applicable securities laws, to the fullest extent permitted by section 1145 of the Bankruptcy Code. The New Equity Interests, the Subscription Rights, the SLTL Warrants, and GUC Warrants issued pursuant to section 1145(a) of the Bankruptcy Code may be resold without registration under the Securities Act or other federal securities laws pursuant to the exemption provided by section 4(a)(1) of the Securities Act, unless the holder is an “underwriter” with respect to such Securities, as that term is defined in section 1145(b) of the Bankruptcy Code. In addition, such section 1145 exempt Securities generally may be resold without registration under state securities laws pursuant to various exemptions provided by the respective laws of the several states.

(b) The issuance and sale of the Backstop Commitment Premium Equity Interests, and the New Money Warrants (including any New Equity Interests issued upon exercise of the New Money Warrants) under this Plan shall be exempt from registration under the Securities Act or any other applicable securities laws to the fullest extent permitted by

section 4(a)(2) of the Securities Act and/or Regulation D thereunder. The Backstop Commitment Premium Equity Interests, and the New Money Warrants (including any New Equity Interests issued upon exercise of the New Money Warrants) issued in reliance on the exemption from registration set forth in section 4(a)(2) of the Securities Act and/or Regulation D thereunder, will be considered “restricted securities” and may not be transferred except pursuant to an effective registration statement or under an available exemption from the registration requirements of the Securities Act, such as, under certain conditions, the resale provisions of Rule 144 of the Securities Act.

(c) None of the Debtors, NewCo and its subsidiaries (including the Credit Bid Purchaser), or any other Person shall be required to provide any further evidence other than the Plan or the Confirmation Order with respect to the treatment of the New Equity Interests (including any New Equity Interests issued upon exercise of the Subscription Rights, the New Money Warrants, the SLTL Warrants or the GUC Warrants), the Subscription Rights, the New Money Warrants, the SLTL Warrants, or the GUC Warrants, under applicable securities laws. DTC and any transfer agent (as applicable) shall be required to accept and conclusively rely upon the Plan or Confirmation Order in lieu of a legal opinion regarding whether the New Equity Interests (including any New Equity Interests issued upon exercise of the Subscription Rights, the New Money Warrants, the SLTL Warrants or the GUC Warrants), the Subscription Rights, the New Money Warrants, the SLTL Warrants, or the GUC Warrants are exempt from registration and/or eligible for DTC book-entry delivery, settlement, and depository services (to the extent applicable).

(d) Notwithstanding anything to the contrary in this Plan, no Person (including DTC and any transfer agent) shall be entitled to require a legal opinion regarding the validity of any transaction contemplated by the Plan, including whether the New Equity Interests (including any New Equity Interests issued upon exercise of the Subscription Rights, the New Money Warrants, the SLTL Warrants or the GUC Warrants), the Subscription Rights, the New Money Warrants, the SLTL Warrants, or the GUC Warrants are exempt from registration and/or eligible for DTC book-entry delivery, settlement, and depository services.

#### **5.24 Closing of Chapter 11 Cases.**

After the Effective Date, the Plan Administrator shall be authorized, but not directed, to submit an order to Bankruptcy Court under certification of counsel that is in form and substance acceptable to the U.S. Trustee that closes and issues a final decree for each of the Chapter 11 Cases.

### **ARTICLE VI. DISTRIBUTIONS.**

#### **6.1 Distributions Generally.**

The Plan Administrator shall make all Distributions to the appropriate holders of Allowed Claims in accordance with the terms of this Plan.



## **6.2 No Postpetition Interest on Claims.**

Except with respect to the FLFO Claims of the Prepetition FLFO Secured Parties or as otherwise specifically provided for in the Plan, the Confirmation Order, or another order of the Bankruptcy Court, postpetition interest shall not accrue or be paid on any Claims, and no holder of a Claim shall be entitled to interest accruing on such Claim on or after the Petition Date.

## **6.3 Date of Distributions.**

Except as otherwise provided in this Plan, the Plan Administrator shall make Plan Distributions to holders of Allowed Claims after (a) funding of the Professional Fee Escrow and (b) satisfaction in full or establishment of reserves sufficient to pay claims in the Claims Reserve, as soon as reasonably practicable after the Effective Date and thereafter, the Plan Administrator shall from time to time determine the subsequent Distribution Dates.

## **6.4 Distribution Record Date.**

As of the close of business on the Distribution Record Date, the various lists of holders of Claims in each Class as maintained by the Debtors or their agents, shall be deemed closed, and there shall be no further changes in the record holders of any Claims after the Distribution Record Date. Neither the Debtors nor the Plan Administrator shall have any obligation to recognize any transfer of a Claim occurring after the close of business on the Distribution Record Date. In addition, with respect to payment of any Cure Amounts or disputes over any Cure Amounts, neither the Debtors nor the Plan Administrator shall have any obligation to recognize or deal with any party other than the non-Debtor party to the applicable executory contract or unexpired lease, even if such non-Debtor party has sold, assigned, or otherwise transferred its Claim for a Cure Amount.

## **6.5 Distributions after Effective Date**

Distributions made after the Effective Date to holders of Disputed Claims that are not Allowed Claims as of the Effective Date but which later become Allowed Claims shall be deemed to have been made on the Effective Date.

## **6.6 Delivery of Distributions.**

Subject to Bankruptcy Rule 9010, the Plan Administrator shall make all Distributions to any holder of an Allowed Claim as and when required by this Plan at (a) the address of such holder on the books and records of the Debtors or their agents or (b) at the address in any written notice of address change delivered to the Debtors or the Plan Administrator, including any addresses included on any transfers of Claim filed pursuant to Bankruptcy Rule 3001. In the event that any Distribution to any holder is returned as undeliverable, no Distribution or payment to such holder shall be made unless and until the Plan Administrator has been notified of the then-current address of such holder, at which time or as soon thereafter as reasonably practicable such Distribution shall be made to such holder without interest.



### **6.7 Unclaimed Property.**

One year from the later of: (a) the Effective Date and (b) the date that is ten (10) Business Days after the date a Claim is first Allowed, all distributions that remain payable on account of such Claim shall be deemed unclaimed property under section 347(b) of the Bankruptcy Code and shall revert to the Post-Effective Date Debtors or their successors or assigns, and all claims of any other Person (including the holder of a Claim in the same Class) to such distribution shall be discharged and forever barred. The Post-Effective Date Debtors and the Plan Administrator shall have no obligation to attempt to locate any holder of an Allowed Claim other than by reviewing the Debtors' books and records and the Bankruptcy Court's filings.

For the avoidance of doubt, a distribution shall be deemed unclaimed if a holder has not: (a) accepted a particular distribution or, in the case of distributions made by check, negotiated such check; (b) given notice to the Post-Effective Date Debtors or the Plan Administrator of an intent to accept a particular distribution; (c) responded to the Debtors', the Post-Effective Date Debtors', or the Plan Administrator's requests for information necessary to facilitate a particular distribution; or (d) taken any other action necessary to facilitate such distribution.

### **6.8 Satisfaction of Claims.**

Unless otherwise provided herein, any distributions and deliveries to be made on account of Allowed Claims under the Plan shall be in complete and final satisfaction, settlement, and discharge of and exchange for such Allowed Claims.

### **6.9 Manner of Payment under Plan.**

Except as specifically provided herein, at the option of the Debtors, the Post-Effective Date Debtors, or the Plan Administrator, as applicable, any Cash payment to be made under the Plan may be made by a check or wire transfer or as otherwise required or provided in applicable agreements or customary practices of the Debtors.

### **6.10 De Minimis Cash Distributions.**

The Plan Administrator shall not be required to make any payment to any holder of an Allowed Claim on any Distribution Date of Cash in an amount less than one-hundred dollars (\$100); *provided, however*, that if any Plan Distribution is not made pursuant to this Section 6.10, such Distribution shall be added to any subsequent Plan Distribution to be made on behalf of the holder's Allowed Claim. The Plan Administrator shall not be required to make any final Plan Distributions of Cash in an amount less than fifty dollars (\$50) to any holder of an Allowed Claim. If the amount of any final Plan Distributions to holders of Allowed Claims would be fifty dollars (\$50) or less, then no further Plan Distribution shall be made by the Plan Administrator and any surplus Cash shall be donated and distributed to a Tax Code § 501(c)(3) tax-exempt organization selected by the Plan Administrator.

**6.11 No Distribution in Excess of Amount of Allowed Claim.**

Notwithstanding anything to the contrary in this Plan, no holder of an Allowed Claim shall receive, on account of such Allowed Claim, Plan Distributions in excess of the Allowed amount of such Claim.

**6.12 Allocation of Distributions Between Principal and Interest.**

Except with respect to the FLFO Claims of the Prepetition FLFO Secured Parties or as otherwise required by law, consideration received in respect of an Allowed Claim is allocable first to the principal amount of the Claim (as determined for U.S. federal income tax purposes) and then, to the extent of any excess, to the remainder of the Claim, including any Claim for accrued but unpaid interest.

**6.13 Setoffs and Recoupments.**

Each Post-Effective Date Debtor, or such entity's designee as instructed by such Post-Effective Date Debtor or the Plan Administrator, may, pursuant to section 553 of the Bankruptcy Code or applicable nonbankruptcy law, offset or recoup against any Allowed Claim, and the distributions to be made pursuant to the Plan on account of such Allowed Claim any and all claims, rights, and Causes of Action that a Post-Effective Date Debtor or its successors may hold against the holder of such Allowed Claim after the Effective Date to the extent such setoff or recoupment is either (a) agreed in amount among the relevant Post-Effective Date Debtor(s), and holder of the Allowed Claim or (b) otherwise adjudicated by the Bankruptcy Court or another court of competent jurisdiction; *provided*, that neither the failure to effect a setoff or recoupment nor the allowance of any Claim hereunder shall constitute a waiver or release by a Post-Effective Date Debtor or its successor of any claims, rights, or Causes of Action that a Post-Effective Date Debtor or its successor or assign may possess against such holder.

**6.14 Withholding and Reporting Requirements.**

(a) *Withholding Rights.* In connection with this Plan, any party issuing any instrument or making any Plan Distribution described in this Plan shall comply with all applicable tax withholding and reporting requirements imposed by any Governmental Unit, and all Plan Distributions pursuant to this Plan and all related agreements shall be subject to any such withholding or reporting requirements. Notwithstanding the foregoing, each holder of an Allowed Claim or any other Person that receives a Plan Distribution pursuant to this Plan shall have responsibility for any taxes imposed by any Governmental Unit, including, income, withholding, and other taxes, on account of such Plan Distribution. Any party issuing any instrument or making any Plan Distribution pursuant to this Plan has the right, but not the obligation, to not make a Plan Distribution until such holder has made arrangements satisfactory to such issuing or disbursing party for payment of any such tax obligations. Notwithstanding any provision in the Plan to the contrary, any party issuing any instrument or making any Plan Distribution pursuant to this Plan shall be authorized to take all actions necessary or appropriate to comply with such withholding and reporting requirements, including liquidating a portion of the distribution to be made under the Plan to generate sufficient funds to pay applicable withholding taxes, withholding distributions pending receipt of information necessary to

facilitate such distributions or establishing any other mechanisms they believe are reasonable and appropriate.

(b) *Forms.* Any party entitled to receive any property as an issuance or Plan Distribution under this Plan shall, upon reasonable request, deliver to the Plan Administrator or such other Person designated by the Plan Administrator (which entity shall subsequently deliver to the Plan Administrator or such other Person any applicable IRS Form W-8 or Form W-9 received) an appropriate Form W-9 or (if the payee is a non-U.S. Person) Form W-8, unless such Person is exempt under the Tax Code and so notifies the Plan Administrator or such other Person. If such request is made by the Plan Administrator or such other Person designated by the Plan Administrator and the holder fails to comply before the date that is 210 days after the request is made, the amount of such Plan Distribution shall irrevocably revert to the Debtors and any Claim in respect of such Plan Distribution shall be discharged and forever barred from assertion against any Debtor and its respective property.

#### **6.15 Claims Paid by Third Parties.**

The Plan Administrator shall reduce in full a Claim, and such Claim shall be Disallowed without a Claims objection having to be filed and without any further notice to or action, order, or approval of the Bankruptcy Court, to the extent that the holder of such Claim receives payment in full on account of such Claim from a party that is not the Debtors or the Post-Effective Date Debtors. If a holder of a Claim receives a Distribution from the Debtors or the Post-Effective Date Debtors on account of such Claim and also receives payment from a third party on account of such Claim, such holder shall, within fourteen (14) days of receipt thereof, repay or return the Plan Distribution to the Debtors or the Post-Effective Date Debtors, to the extent the holder's total recovery on account of such Claim from the third party and under this Plan exceeds the total Allowed amount of such Claim as of the date of any such Plan Distribution under this Plan. The failure of such holder to timely repay or return such Distribution shall result in the holder owing the Post-Effective Date Debtors interest on such amount owed for each Business Day after the 14-day grace period specified above until the amount is repaid.

#### **6.16 Claims Payable by Third Parties.**

No Distributions shall be made on account of an Allowed Claim that is payable pursuant to one of the insurance policies to which the Debtors' are a beneficiary until the holder of such Allowed Claim has exhausted all remedies with respect to such insurance policy; *provided, however*, that this Section 6.16 shall not restrict Plan Distributions on an Allowed Claim that is Allowed in an amount that does not exceed an applicable self-insured retention or deductible amount under one or more such insurance policies. To the extent that one or more of the insurers agrees to satisfy a Claim in whole or in part, then immediately upon such insurers' satisfaction, such Claim may be expunged to the extent of any agreed upon satisfaction on the Claims register by the Plan Administrator without a Claims objection having to be filed and without any further notice to or action, order, or approval of the Bankruptcy Court.

## ARTICLE VII. PROCEDURES FOR DISPUTED CLAIMS.

### 7.1 Allowance of Claims.

Except as expressly provided in the Plan or in any order entered in the Chapter 11 Cases before the Effective Date (including the Confirmation Order), no Claim shall become an Allowed Claim unless and until such Claim is deemed Allowed pursuant to the Plan or a Final Order, including the Confirmation Order (when it becomes a Final Order), Allowing such Claim. On and after the Effective Date, each of the Debtors or the Post-Effective Date Debtors shall have and retain any and all rights and defenses such Debtor had with respect to any Claim immediately before the Effective Date.

### 7.2 Claims Objections.

Except insofar as a Claim is Allowed under the Plan, the Debtors or the Post-Effective Date Debtors (acting through the Plan Administrator), as applicable, shall be entitled to object to Claims. Except as otherwise expressly provided in the Plan and notwithstanding any requirements that may be imposed pursuant to Bankruptcy Rule 9019, after the Effective Date, the Post-Effective Date Debtors and the Plan Administrator shall have the authority (a) to file, withdraw, or litigate to judgment objections to Claims; (b) to settle or compromise any Disputed Claim without any further notice to or action, order, or approval by the Bankruptcy Court; and (c) to administer and adjust the Debtors' claims register to reflect any such settlements or compromises without any further notice to or action, order, or approval by the Bankruptcy Court.

### 7.3 Estimation of Claims.

Before or after the Effective Date, the Debtors, the Post-Effective Date Debtors, and the Plan Administrator may at any time request that the Bankruptcy Court estimate any Disputed Claim that is contingent or unliquidated pursuant to section 502(c) of the Bankruptcy Code for any reason, regardless of whether any party previously has objected to such Claim or whether the Bankruptcy Court has ruled on any such objection, and the Bankruptcy Court shall retain jurisdiction to estimate any such Claim, including during the litigation of any objection to any Claim or during the appeal relating to such objection. In the event that the Bankruptcy Court estimates any Disputed, contingent, or unliquidated Claim, that estimated amount shall constitute either the Allowed amount of such Claim or a maximum limitation on such Claim for all purposes under the Plan (including for purposes of distributions), as determined by the Bankruptcy Court. If the estimated amount constitutes a maximum limitation of the amount of such Claim, the Debtors, the Post-Effective Date Debtors, or the Plan Administrator, as applicable, may elect to pursue any supplemental proceedings to object to any ultimate distribution on such Claim. Notwithstanding section 502(j) of the Bankruptcy Code, in no event shall any holder of a Claim that has been estimated pursuant to section 502(c) of the Bankruptcy Code or otherwise be entitled to seek reconsideration of such estimation unless such holder has filed a motion requesting the right to seek such reconsideration on or before 21 days after the date on which such Claim is estimated.

#### **7.4 Adjustment to Claims Register Without Objection.**

Any duplicate Claim or Interest or any Claim or Interest that has been paid or satisfied, or any Claim that has been amended or superseded, may be adjusted or expunged on the claims register by the Debtors or the Post-Effective Date Debtors (at the direction of the Plan Administrator) upon stipulation between the parties in interest without a Claims objection having to be filed and without any further notice or action, order, or approval of the Bankruptcy Court.

#### **7.5 Time to File Objections to Claims.**

Any objections to a Claim shall be filed on or before the date that is the later of (a) 180 days after the Effective Date and (b) such later date as may be fixed by the Bankruptcy Court, after notice and a hearing, upon a motion by the Post-Effective Date Debtors, as such deadline may be extended from time to time.

#### **7.6 Disallowance of Claims.**

Any Claims held by Entities from which property is recoverable under sections 542, 543, 550, or 553 of the Bankruptcy Code or that is a transferee of a transfer avoidable under sections 522(f), 522(h), 544, 545, 547, 548, 549, or 724(a) of the Bankruptcy Code, shall be deemed Disallowed pursuant to section 502(d) of the Bankruptcy Code, and holders of such Claims may not receive any distributions on account of such Claims until such time as such Causes of Action against that Entity have been settled or a Bankruptcy Court order with respect thereto has been entered and all sums due, if any, to the Debtors by that Entity have been turned over or paid to the Debtors or the Post-Effective Date Debtors.

#### **7.7 Amendments to Claims.**

On or after the Effective Date, except as provided in the Plan or the Confirmation Order, a Claim may not be filed or amended without the prior authorization of the Bankruptcy Court, and the Post-Effective Date Debtors.

#### **7.8 No Distributions Pending Allowance.**

If an objection, motion to estimate, or other challenge to a Claim is filed, no payment or distribution provided under the Plan shall be made on account of such Claim unless and until (and only to the extent that) such Claim becomes an Allowed Claim.

#### **7.9 Distributions After Allowance.**

To the extent that a Disputed Claim ultimately becomes an Allowed Claim, distributions (if any) shall be made to the holder of such Allowed Claim in accordance with the provisions of the Plan. As soon as practicable after the date on which the order or judgment of the Bankruptcy Court allowing any Disputed Claim becomes a Final Order, the Plan Administrator shall provide to the holder of such Allowed Claim the distribution (if any) to which such holder is entitled under the Plan as of the Effective Date, without any interest to be paid on account of such Claim unless required by the Bankruptcy Code.

### **7.10 Claims Resolution Procedures Cumulative.**

All of the Claims and objection, estimation, and resolution procedures are cumulative and not exclusive of one another. Claims may be estimated and subsequently compromised, settled, withdrawn, or resolved in accordance with the Plan or any mechanism approved by the Bankruptcy Court.

## **ARTICLE VIII. EXECUTORY CONTRACTS AND UNEXPIRED LEASES.**

### **8.1 General Treatment.**

(a) As of and subject to the occurrence of the Effective Date, all executory contracts and unexpired leases to which any of the Debtors are parties shall be deemed rejected, unless such contract or lease (i) was previously assumed or rejected by the Debtors pursuant to an order of the Bankruptcy Court; (ii) previously expired or terminated pursuant to its own terms or by agreement of the parties thereto; (iii) is the subject of a motion to assume filed by the Debtors on or before the Confirmation Date; (iv) is identified in Sections 8.4 or 8.5 of the Plan; or (v) is identified for assumption on the Schedule of Assumed Contracts included in the Plan Supplement, which Schedule of Assumed Contracts will identify executory contracts or unexpired leases for assumption and assignment to the Credit Bid Purchaser in accordance with the Credit Bid Purchase Agreement. To the extent the Decommissioning Agreement is an executory contract, it will be assumed and become the obligation of FWE I under the Plan of Merger.

(b) Subject to the occurrence of the Effective Date, entry of the Confirmation Order by the Bankruptcy Court shall constitute approval of the assumptions, assumptions and assignments, or rejections provided for in the Plan pursuant to sections 365(a) and 1123 of the Bankruptcy Code and a determination by the Bankruptcy Court that the Credit Bid Purchaser or Post-Effective Date Debtors, as applicable, have provided adequate assurance of future performance under such assumed executory contracts and unexpired leases. Each executory contract and unexpired lease assumed or assumed and assigned pursuant to the Plan shall vest in and be fully enforceable by the Credit Bid Purchaser or Post-Effective Date Debtors, as applicable, in accordance with its terms, except as modified by the provisions of the Plan, any order of the Bankruptcy Court authorizing and providing for its assumption, or applicable law.

(c) To the maximum extent permitted by law, to the extent any provision in any executory contract or unexpired lease assumed pursuant to the Plan restricts or prevents, or purports to restrict or prevent, or is breached or deemed breached by, the assumption of such executory contract or unexpired lease (including any “change of control” provision), then such provision shall be deemed modified such that the transactions contemplated by the Plan shall not entitle the non-Debtor party thereto to terminate such executory contract or unexpired lease or to exercise any other default-related rights with respect thereto.

(d) Subject to the terms of the Credit Bid Purchase Agreement, the Debtors reserve the right, on or before 5:00 p.m. (prevailing Central Time) on the date that is seven (7) days before the Confirmation Hearing, or such other time as may be agreed in writing between



the Debtors and the applicable counterparty, to amend the Schedule of Assumed Contracts to add or remove any executory contract or unexpired lease; *provided* that if the Confirmation Hearing is adjourned or continued, such amendment right shall be extended to 5:00 p.m. (prevailing Central Time) on the date that is seven (7) days before the rescheduled or continued Confirmation Hearing, and this provision shall apply in the case of any and all subsequent adjournments and continuances of the Confirmation Hearing; *provided, further* that, subject to the terms of the Credit Bid Purchase Agreement, the Debtors may amend the Schedule of Assumed Contracts to add or delete any executory contracts or unexpired leases after such date to the extent agreed with the relevant counterparties and entry of an order of the Bankruptcy Court.

## **8.2 Determination of Cure Amounts and Deemed Consent.**

(a) Any Cure Amount shall be satisfied, pursuant to section 365(b)(1) of the Bankruptcy Code, by payment of the Cure Amount, as reflected in the applicable cure notice, in Cash on the Effective Date in accordance with the terms of the Credit Bid Purchase Agreement or on such other terms as the parties to such executory contracts or unexpired leases and the Debtors may otherwise agree.

(b) The Debtors shall file, as part of the Plan Supplement, the Schedule of Assumed Contracts. At least ten (10) days before the Confirmation Hearing, the Debtors shall serve a notice on parties to executory contracts or unexpired leases to be assumed or assumed and assigned reflecting the Debtors' intention to potentially assume or assume and assign to the Credit Bid Purchaser in accordance with the terms of the Credit Bid Purchase Agreement the contract or lease in connection with this Plan or the Credit Bid Purchase Agreement and, where applicable, setting forth the proposed Cure Amount (if any). **Any objection by a counterparty to an executory contract or unexpired lease to the proposed assumption, assumption and assignment, or related Cure Amount must be filed, served, and actually received by the Debtors within ten (10) days of the service of the assumption notice, or such shorter period as agreed to by the parties or authorized by the Bankruptcy Court.** Any counterparty to an executory contract or unexpired lease that does not timely object to the notice of the proposed assumption of such executory contract or unexpired lease shall be deemed to have assented to assumption of the applicable executory contract or unexpired lease notwithstanding any provision thereof that purports to (i) prohibit, restrict, or condition the transfer or assignment of such contract or lease; (ii) terminate or modify, or permit the termination or modification of, a contract or lease as a result of any direct or indirect transfer or assignment of the rights of any Debtor under such contract or lease or a change, if any, in the ownership or control to the extent contemplated by the Plan; (iii) increase, accelerate, or otherwise alter any obligations or liabilities of any Debtor, or any Post-Effective Date Debtor, under such executory contract or unexpired lease; or (iv) create or impose a Lien upon any property or Asset of any Debtor, or Post-Effective Date Debtor, as applicable. Each such provision shall be deemed to not apply to the assumption of such executory contract or unexpired lease pursuant to the Plan and counterparties to assumed executory contracts or unexpired leases that fail to object to the proposed assumption in accordance with the terms set forth in this Section 8.2(b), shall forever be barred and enjoined from objecting to the proposed assumption or to the validity of such assumption (including with respect to any Cure Amounts or the provision of adequate assurance

of future performance), or taking actions prohibited by the foregoing or the Bankruptcy Code on account of transactions contemplated by the Plan.

(c) If there is an Assumption Dispute pertaining to assumption of an executory contract or unexpired lease (other than a dispute pertaining to a Cure Amount), such dispute shall be heard by the Bankruptcy Court before such assumption being effective; provided, that, subject to the terms of the Credit Bid Purchase Agreement, the Debtors or Post-Effective Date Debtors, as applicable, may settle any Assumption Dispute without any further notice to any party or any action, order, or approval of the Bankruptcy Court.

(d) To the extent an Assumption Dispute relates solely to the Cure Amount, subject to the terms of the Credit Bid Purchase Agreement, the Debtors may assume and/or assume and assign the applicable executory contract or unexpired lease before the resolution of the Assumption Dispute; *provided*, that the Post-Effective Date Debtors or Credit Bid Purchaser, as applicable shall be responsible to pay the determined amount to be Allowed by the Bankruptcy Court or otherwise agreed to by such non-Debtor party. The Debtors or Post-Effective Date Debtors, as applicable, subject to the terms of the Credit Bid Purchase Agreement, may settle any dispute regarding the Cure Amount or the nature thereof without any further notice to any party or any action, order, or approval of the Bankruptcy Court.

(e) Assumption or assumption and assignment of any executory contract or unexpired lease pursuant to the Plan or otherwise shall result in the full release and satisfaction of any Claims against any Debtor or defaults by any Debtor, whether monetary or nonmonetary, including defaults of provisions restricting the change in control or ownership interest composition or other bankruptcy-related defaults, arising under any assumed executory contract or unexpired lease at any time before the date that the Debtors assume or assume and assign such executory contract or unexpired lease. Any proofs of Claim filed with respect to an executory contract or unexpired lease that has been assumed or assumed and assigned shall be deemed Disallowed and expunged, without further notice to or action, order, or approval of the Bankruptcy Court or any other Person, upon the assumption of such executory contract or unexpired leases.

### **8.3 Rejection Damages Claims.**

**In the event that the rejection of an executory contract or unexpired lease hereunder results in damages to the other party or parties to such contract or lease, any Claim for such damages shall be classified and treated in Class 6B (General Unsecured Claims). A proof of such Claim must be filed with the Bankruptcy Court and served upon counsel for the Debtors, Post-Effective Date Debtor, or the Plan Administrator, as applicable, by the later of (i) thirty (30) days after the filing and service of the notice of the occurrence of the Effective Date; and (ii) thirty (30) days after entry of an Order rejecting such contract or lease if such contract or lease is the subject of a pending Assumption Dispute.**

#### **8.4 Survival of the Debtors' Indemnification Obligations.**

Notwithstanding anything in the Plan (including Section 10.3 of the Plan), any Indemnification Obligation to indemnify current and former officers, directors, members, managers, agents, or employees with respect to all present and future actions, suits, and proceedings against the Debtors or such officers, directors, members, managers, agents, or employees based upon any act or omission for or on behalf of the Debtors shall (a) remain in full force and effect, (b) not be discharged, impaired, or otherwise affected in any way, including by the Plan, the Plan Supplement, or the Confirmation Order, (c) not be limited, reduced or terminated after the Effective Date, and (d) survive unimpaired and unaffected irrespective of whether such Indemnification Obligation is owed for an act or event occurring before, on or after the Petition Date, *provided*, that the Post-Effective Date Debtors shall not indemnify officers, directors, members, or managers, as applicable, of the Debtors for any claims or Causes of Action that are not indemnified by such Indemnification Obligation. All such obligations shall be deemed and treated as executory contracts to be assumed by the Debtors under the Plan and shall continue as obligations of the Post-Effective Date Debtors. Any claim based on the Debtors' obligations under the Plan shall not be a Disputed Claim or subject to any objection, in either case, by reason of section 502(e)(1)(B) of the Bankruptcy Code.

#### **8.5 Insurance Policies.**

(a) All insurance policies to which any Debtor is a party as of the Effective Date, including any D&O Policy, shall be deemed to be and treated as executory contracts and shall be assumed by and vest in the applicable Debtors or the Post-Effective Date Debtors and shall continue in full force and effect thereafter in accordance with their respective terms. Coverage for defense and indemnity under the D&O Policy shall remain available to all individuals within the definition of "Insured" in any D&O Policy.

(b) In addition, after the Effective Date, the Post-Effective Date Debtors or Plan Administrator shall not terminate or otherwise reduce the coverage under any D&O Policy (including any "tail policy") in effect as of the Petition Date, and any current and former directors, officers, members, managers, agents or employees of any of the Debtors who served in such capacity at any time before the Effective Date shall be entitled to the full benefits of any such D&O Policy for the full term of such policy regardless of whether such members, managers, directors, and/or officers remain in such positions after the Effective Date to the extent set forth in such policies.

#### **8.6 Modifications, Amendments, Supplements, Restatements, or Other Agreements.**

Unless otherwise provided herein or by separate order of the Bankruptcy Court, each executory contract and unexpired lease that is assumed shall include any and all modifications, amendments, supplements, restatements, or other agreements made directly or indirectly by any agreement, instrument, or other document that in any manner affects such executory contract or unexpired lease, without regard to whether such agreement, instruments, or other document is listed in any notices of assumed contracts.

## 8.7 Reservation of Rights.

(a) Neither the exclusion nor the inclusion by the Debtors of any contract or lease on any exhibit, schedule, or other annex to the Plan or in the Plan Supplement, nor anything contained in the Plan, shall constitute an admission by the Debtors that any such contract or lease is or is not an executory contract or unexpired lease or that the Debtors or the Post-Effective Date Debtors or their respective affiliates has any liability thereunder.

(b) Except as explicitly provided in the Plan, nothing in the Plan shall waive, excuse, limit, diminish, or otherwise alter any of the defenses, claims, Causes of Action, or other rights of the Debtors or the Post-Effective Date Debtors under any executory or non-executory contract or unexpired or expired lease.

(c) Nothing in the Plan shall increase, augment, or add to any of the duties, obligations, responsibilities, or liabilities of the Debtors or the Post-Effective Date Debtors, as applicable, under any executory or non-executory contract or unexpired or expired lease.

(a) If there is a dispute regarding whether a contract or lease is or was executory or unexpired at the time of its assumption under the Plan, the Debtors or the Post-Effective Date Debtors, as applicable, shall have thirty (30) days following entry of a Final Order resolving such dispute to alter their treatment of such contract or lease.

## ARTICLE IX. CONDITIONS PRECEDENT TO OCCURRENCE OF EFFECTIVE DATE.

### 9.1 Conditions Precedent to Effective Date.

The Effective Date shall not occur unless all of the following conditions precedent have been satisfied or waived in accordance with the Plan:

- (a) the Plan Supplement has been filed;
- (b) the Bankruptcy Court shall have entered the Confirmation Order, which order shall be a Final Order;
- (c) the Definitive Documents shall be (i) consistent with the Restructuring Support Agreement and otherwise acceptable to the parties thereto consistent with their respective consent and approval rights as set forth in the Restructuring Support Agreement [and (ii) acceptable to the Prepetition FLFO Administrative Agent and the First Lien Exit Facility Agent solely to the extent provided and consistent with their consent and approval rights as set forth in this Plan;
- (d) the Restructuring Support Agreement shall not have been terminated and shall remain in full force and effect;

(e) all conditions precedent to the effectiveness of the Apache Definitive Documents shall have been satisfied or waived by the party having the right to waive the same;

(f) the Debtors shall have implemented the Restructuring Transactions and all other transactions contemplated by the Plan and the Restructuring Support Agreement in a manner consistent in all respects with the Plan and Restructuring Support Agreement;

(g) the Amended Organizational Documents shall become effective and in full force and effect as of the Effective Date;

(h) the NewCo Organizational Documents shall become effective and in full force and effect as of the Effective Date;

(i) the conditions precedent to the effectiveness of the First Lien Exit Facility Commitment Letter shall have been satisfied or duly waived in writing;

(j) the conditions precedent to the effectiveness of the Second Lien Backstop Commitment Letter shall have been satisfied or duly waived in writing;

(k) the conditions precedent to the effectiveness of the FLTL ERO Backstop Agreement shall have been satisfied or duly waived in writing;

(l) the conditions precedent to the effectiveness of the SLTL ERO Backstop Agreement shall have been satisfied or duly waived in writing

(m) the conditions precedent to the effectiveness of the First Lien Exit Facility (as determined in the First Lien Exit Facility Documents and the First Lien Exit Facility Commitment Letter) shall have been satisfied or duly waived in writing and the First Lien Exit Facility Lenders and the First Lien Exit Facility shall have closed substantially simultaneously with the effectiveness of the Plan;

(n) the conditions precedent to the effectiveness of the Second Lien Exit Facility (as determined in the Second Lien Exit Facility Documents and the Second Lien Backstop Commitment Letter) shall have been satisfied or duly waived in writing and the Second Lien Exit Facility Lenders and the Second Lien Exit Facility shall have closed substantially simultaneously with the effectiveness of the Plan;

(o) the New Intercreditor Agreement shall have been executed and delivered by each of the parties thereto;

(p) the Equity Rights Offerings shall have been consummated;

(q) the conditions precedent to the effectiveness of the Credit Bid Purchase Agreement shall have been satisfied or duly waived in writing in accordance with the terms of the Credit Bid Purchase Agreement and the Credit Bid Transaction Closing shall have occurred or will occur simultaneously with the effectiveness of the Plan, including, without limitation, payment of the New Money Consideration by Buyers to Sellers at Closing pursuant to the terms thereof;

(r) the Debtors shall have obtained all authorizations, consents, regulatory approvals, rulings, or documents (other than any such authorization, consent, regulatory approval, ruling, or document that is customarily obtained or completed after assignment, conveyance or vesting of an applicable Asset) that, after giving effect to the entry of the Confirmation Order, are necessary to implement and effectuate the Plan, including Bankruptcy Court approval, and each of the other transactions contemplated by the Restructuring, and such authorizations, consents, regulatory approvals, rulings, or documents shall not be subject to unfulfilled conditions and shall be in full force and effect, and all applicable regulatory waiting periods shall have expired;

(s) no event of default under the DIP Documents shall have occurred or be continuing and an acceleration of the obligations or termination of the DIP Lenders' commitments under the DIP Documents shall not have occurred; and

(t) all Restructuring Expenses shall have been indefeasibly paid in full in accordance with Section 2.6.

## **9.2 Waiver of Conditions Precedent.**

(a) With the prior written consent of the Required DIP Lenders, the Requisite FLTL Lenders, the conditions precedent to the occurrence of the Effective Date set forth in Section 9.1 of the Plan may be waived, in whole or in part, by the Debtors, without leave of or order of the Bankruptcy Court; *provided that*, a waiver of the conditions precedent to the occurrence of the Effective Date set forth in Sections 9.1(c), (d), (e), and (f) of the Plan shall also require the prior written consent of the Apache PSA Parties; *provided, further*, that a waiver of any of the conditions precedent to the occurrence of the Effective Date in Section 9.1 above shall also require the prior written (i) consent of the Prepetition FLFO Administrative Agent and the Exit First Lien Agent for all conditions precedent other than Section 9.1(d),(r), and (s) and (ii) reasonable consent for the conditions precedent in Section 9.1(r) and (s); *provided, further*, that a waiver of the conditions precedent to the occurrence of the Effective Date set forth in Sections 9.1(l), (p) and (t) shall also require the prior written consent of the Requisite SLTL Lenders. If any such condition precedent is waived pursuant to this section and the Effective Date occurs, each party agreeing to waive such condition precedent shall be estopped from withdrawing such waiver after the Effective Date or otherwise challenging the occurrence of the Effective Date on the basis that such condition was not satisfied, the waiver of such condition precedent shall benefit from the "equitable mootness" doctrine, and the occurrence of the Effective Date shall foreclose any ability to challenge the Plan in any court. If the Plan is confirmed for fewer than all of the Debtors, only the conditions applicable to the Debtor or Debtors for which the Plan is confirmed must be satisfied or waived for the Effective Date to occur.

(b) Except as otherwise provided herein, all actions required to be taken on the Effective Date shall take place and shall be deemed to have occurred simultaneously and no such action shall be deemed to have occurred before the taking of any other such action.

(c) The stay of the Confirmation Order pursuant to Bankruptcy Rule 3020(e) shall be deemed waived by and upon the entry of the Confirmation Order, and the Confirmation Order shall take effect immediately upon its entry.



### **9.3 Effect of Failure of a Condition.**

If the conditions listed in Section 9.1 of the Plan are not satisfied or waived in accordance with Section 9.2 of the Plan on or before the Effective Date, the Plan shall be null and void in all respects and nothing contained in the Plan or the Disclosure Statement shall (a) constitute a waiver or release of any Claims by or against or any Interests in the Debtors, (b) prejudice in any manner the rights of any Person, or (c) constitute an admission, acknowledgement, offer, or undertaking by the Debtors, any Consenting Creditors, or any other Person.

## **ARTICLE X. EFFECT OF CONFIRMATION.**

### **10.1 Binding Effect.**

Except as otherwise provided in section 1141(d)(3) of the Bankruptcy Code, and subject to the occurrence of the Effective Date, on and after the entry of the Confirmation Order, the provisions of the Plan shall bind every holder of a Claim against or Interest in any Debtor and inure to the benefit of and be binding on such holder's respective successors and assigns, regardless of whether the Claim or Interest of such holder is Impaired under the Plan and whether such holder has accepted the Plan.

### **10.2 Vesting of Assets.**

Except as otherwise provided in the Plan, the Confirmation Order, or any Plan Supplement, on and after the Effective Date, pursuant to sections 1141(b) and (c) of the Bankruptcy Code, all Assets of the Estates, including all claims, rights, and Causes of Action and any property acquired by the Debtors or the Post-Effective Date Debtors during the Chapter 11 Cases or under or in connection with the Plan shall vest in each respective Post-Effective Date Debtor free and clear of all Claims, Liens, charges, other encumbrances, and interests (other than any and all Liens securing the FLFO Claims or the obligations under the First Lien Exit Facility). Subject to the terms of the Plan, on and after the Effective Date, the Post-Effective Date Debtors and Plan Administrator may operate their businesses and may use, acquire, and dispose of property and prosecute, compromise, or settle any Claims (including any Administrative Expense Claims) and Causes of Action without notice to, supervision of or approval by the Bankruptcy Court and free and clear of any restrictions of the Bankruptcy Code or the Bankruptcy Rules other than restrictions expressly imposed by the Plan or the Confirmation Order. Without limiting the foregoing, the Post-Effective Date Debtors may pay the charges that they incur on or after the Confirmation Date for Professional Persons' fees, disbursements, expenses, or related support services without application to the Bankruptcy Court.

### **10.3 Discharge of Claims Against and Interests in Debtors.**

Upon the Effective Date, except as otherwise expressly provided in the Plan or in the Confirmation Order, the distributions, rights and treatment to be made under the Plan, shall be in complete satisfaction, discharge, and release, effective as of the Effective Date, of Claims, Interests, and Causes of Action of any nature whatsoever, including any interest accrued on

Claims or Interests from and after the Petition Date, whether known or unknown, against, liabilities of, Liens on, obligations of, rights against, and Interests in, the Debtors or any of their Assets or properties, regardless of whether any property shall have been distributed or retained pursuant to the Plan on account of such Claims and Interests, including demands, liabilities, and Causes of Action that arose before the Effective Date, any liability (including withdrawal liability) to the extent such Claims or Interests relate to services performed by employees of the Debtors before the Effective Date and that arise from a termination of employment, any contingent or non-contingent liability on account of representations or warranties issued on or before the Effective Date, any obligations incurred in connection with or related to bonds and letters of credit (and any related agreements) issued before the Petition Date on behalf of the Debtors, and all debts of the kind specified in sections 502(g), 502(h), or 502(i) of the Bankruptcy Code, in each case whether or not: (a) a proof of claim based upon such debt or right is filed or deemed filed pursuant to section 501 of the Bankruptcy Code; (b) a Claim or Interest based upon such debt, right, or Interest is Allowed pursuant to section 502 of the Bankruptcy Code; or (c) the holder of such a Claim or Interest has accepted the Plan. Any default or “event of default” by the Debtors or affiliates with respect to any Claim or Interest that existed immediately before or on account of the filing of the Chapter 11 Cases shall be deemed cured (and no longer continuing) as of the Effective Date. The Confirmation Order shall be a judicial determination of the discharge of all Claims and Interests subject to the Effective Date occurring.

Each holder (as well as any trustee or agent on behalf of such holder) of a Claim or Interest, and any affiliate of such holder, shall be deemed to have forever waived, released, and discharged the Debtors, to the fullest extent permitted by section 1141 of the Bankruptcy Code, of and from any and all Claims, Interests, rights, and liabilities that arose before the Effective Date. Except as otherwise provided in the Plan, upon the Effective Date, all such holders of Claims and Interests and their affiliates shall be forever precluded and enjoined, pursuant to sections 105, 524, and 1141 of the Bankruptcy Code, from prosecuting or asserting any such discharged Claim against or terminated Interest in any Debtor or any Post-Effective Date Debtor

#### **10.4 Pre-Confirmation Injunctions and Stays.**

Unless otherwise provided in the Plan or a Final Order of the Bankruptcy Court, all injunctions and stays arising under or entered during the Chapter 11 Cases, whether under sections 105 or 362 of the Bankruptcy Code or otherwise, and in existence on the date of entry of the Confirmation Order, shall remain in full force and effect until the later of the Effective Date and the date indicated in the order providing for such injunction or stay.

#### **10.5 Injunction Against Interference With Plan.**

Except as otherwise provided in the Plan or in the Confirmation Order, upon the entry of the Confirmation Order, all holders of Claims and Interests and all other parties in interest, along with their respective present and former affiliates, employees, agents, officers, directors, and principals, shall be enjoined from taking any action to interfere with the implementation or the occurrence of the Effective Date.

## 10.6 Plan Injunction.

(a) Except as otherwise provided in the Plan or in the Confirmation Order, from and after the Effective Date, all Persons who have held, hold, or may hold Claims or Interests, and other parties in interest, along with their respective present or former employees, agents, officers, directors, principals, and affiliates, are, with respect to any such Claim or Interest, permanently enjoined after the entry of the Confirmation Order from: (i) commencing, conducting, or continuing in any manner, directly or indirectly, any suit, action, or other proceeding of any kind (including any proceeding in a judicial, arbitral, administrative, or other forum) against or affecting, directly or indirectly, a Debtor, a Post-Effective Date Debtor, or an Estate or the property of any of the foregoing, or any direct or indirect transferee of any property of, or direct or indirect successor in interest to, any of the foregoing Persons mentioned in this subsection (i) or any property of any such transferee or successor; (ii) enforcing, levying, attaching (including any prejudgment attachment), collecting, or otherwise recovering in any manner or by any means, whether directly or indirectly, any judgment, award, decree, or order against a Debtor, a Post-Effective Date Debtor, or an Estate or its property, or any direct or indirect transferee of any property of, or direct or indirect successor in interest to, any of the foregoing Persons mentioned in this subsection (ii) or any property of any such transferee or successor; (iii) creating, perfecting, or otherwise enforcing in any manner, directly or indirectly, any encumbrance of any kind against a Debtor, a Post-Effective Date Debtor, or an Estate or any of its property, or any direct or indirect transferee of any property of, or successor in interest to, any of the foregoing Persons mentioned in this subsection (iii) or any property of any such transferee or successor; (iv) acting or proceeding in any manner, in any place whatsoever, that does not conform to or comply with the provisions of the Plan to the full extent permitted by applicable law; and (v) commencing or continuing, in any manner or in any place, any action that does not comply with or is inconsistent with the provisions of the Plan; *provided*, that nothing contained in the Plan shall preclude such Persons who have held, hold, or may hold Claims against, or Interests in, a Debtor, a Post-Effective Date Debtor, or an Estate from exercising their rights and remedies, or obtaining benefits, pursuant to and consistent with the terms of the Plan.

(b) By accepting distributions pursuant to the Plan, each holder of an Allowed Claim or Interest shall be deemed to have affirmatively and specifically consented to be bound by the Plan, including the injunctions set forth in Section 10.6 of the Plan.

## 10.7 Releases.

(a) **RELEASES BY THE DEBTORS.** AS OF THE EFFECTIVE DATE, EXCEPT FOR THE RIGHTS AND REMEDIES THAT REMAIN IN EFFECT FROM AND AFTER THE EFFECTIVE DATE TO ENFORCE THE PLAN, THE CONFIRMATION ORDER, THE OBLIGATIONS CONTEMPLATED BY THE DOCUMENTS IN THE PLAN SUPPLEMENT, THE APACHE DEFINITIVE DOCUMENTS, ANY ADDITIONAL PREDECESSOR AGREEMENT DOCUMENTS, THE CREDIT BID PURCHASE AGREEMENT, THE FIRST LIEN EXIT FACILITY COMMITMENT LETTER, THE SECOND LIEN BACKSTOP COMMITMENT LETTER, THE EQUITY RIGHTS OFFERINGS, THE ERO BACKSTOP AGREEMENTS, THE EXIT FACILITY DOCUMENTS, AND THE RESTRUCTURING TRANSACTIONS, ON AND AFTER THE EFFECTIVE DATE, THE RELEASED

PARTIES WILL BE DEEMED CONCLUSIVELY, ABSOLUTELY, UNCONDITIONALLY, IRREVOCABLY, AND FOREVER RELEASED AND DISCHARGED, BY THE DEBTORS, THE POST-EFFECTIVE DATE DEBTORS, AND THE ESTATES, IN EACH CASE ON BEHALF OF THEMSELVES AND THEIR RESPECTIVE SUCCESSORS, ASSIGNS, AND REPRESENTATIVES AND ANY AND ALL OTHER PERSONS THAT MAY PURPORT TO ASSERT ANY CAUSE OF ACTION DERIVATIVELY, BY OR THROUGH THE FOREGOING PERSONS, FROM ANY AND ALL CLAIMS, INTERESTS, OBLIGATIONS, SUITS, JUDGMENTS, DAMAGES, DEMANDS, DEBTS, RIGHTS, AND CAUSES OF ACTION, LOSSES, REMEDIES, OR LIABILITIES WHATSOEVER (INCLUDING ANY DERIVATIVE CLAIMS, ASSERTED OR ASSERTABLE ON BEHALF OF THE DEBTORS, THE POST-EFFECTIVE DATE DEBTORS, OR THE ESTATES), WHETHER LIQUIDATED OR UNLIQUIDATED, FIXED OR CONTINGENT, MATURED OR UNMATURED, KNOWN OR UNKNOWN, FORESEEN OR UNFORESEEN, ACCRUED OR UNACCRUED, EXISTING OR HEREINAFTER ARISING, WHETHER IN LAW OR EQUITY, WHETHER SOUNDING IN TORT OR CONTRACT, WHETHER ARISING UNDER FEDERAL OR STATE STATUTORY OR COMMON LAW, OR ANY OTHER APPLICABLE INTERNATIONAL, FOREIGN, OR DOMESTIC LAW, RULE, STATUTE, REGULATION, TREATY, RIGHT, DUTY, REQUIREMENTS OR OTHERWISE THAT THE DEBTORS, THE POST-EFFECTIVE DATE DEBTORS, THE ESTATES, OR THEIR AFFILIATES WOULD HAVE BEEN LEGALLY ENTITLED TO ASSERT IN THEIR OWN RIGHT (WHETHER INDIVIDUALLY OR COLLECTIVELY) OR ON BEHALF OF THE HOLDER OF ANY CLAIM OR INTEREST OR OTHER PERSON, BASED ON OR RELATING TO, OR IN ANY MANNER ARISING FROM, IN WHOLE OR IN PART, THE DEBTORS, THE CHAPTER 11 CASES, THE RESTRUCTURING, THE PURCHASE, SALE, OR RESCISSION OF THE PURCHASE OR SALE OF ANY SECURITY OF THE DEBTORS OR THE POST-EFFECTIVE DATE DEBTORS, THE SUBJECT MATTER OF, OR THE TRANSACTIONS OR EVENTS GIVING RISE TO, ANY CLAIM OR INTEREST THAT IS TREATED IN THE PLAN, THE BUSINESS OR CONTRACTUAL ARRANGEMENTS BETWEEN ANY DEBTOR AND ANY RELEASED PARTY, THE RESTRUCTURING OF CLAIMS AND INTERESTS BEFORE OR DURING THE CHAPTER 11 CASES, THE NEGOTIATION, FORMULATION, PREPARATION, OR CONSUMMATION OF THE PLAN, THE DOCUMENTS IN THE PLAN SUPPLEMENT, THE CREDIT BID PURCHASE AGREEMENT, THE EXIT FACILITY DOCUMENTS, THE APACHE DEFINITIVE DOCUMENTS, ANY ADDITIONAL PREDECESSOR AGREEMENT DOCUMENTS, THE FIRST LIEN EXIT FACILITY COMMITMENT LETTER, THE SECOND LIEN BACKSTOP COMMITMENT LETTER, THE EQUITY RIGHTS OFFERINGS, THE ERO BACKSTOP AGREEMENTS, THE DECOMMISSIONING AGREEMENT, OR RELATED AGREEMENTS, INSTRUMENTS, OR OTHER DOCUMENTS RELATING THERETO, OR THE SOLICITATION OF VOTES WITH RESPECT TO THE PLAN, IN ALL CASES BASED UPON ANY ACT OR OMISSION, TRANSACTION, AGREEMENT, EVENT, OR OTHER OCCURRENCE TAKING PLACE ON OR BEFORE THE EFFECTIVE DATE.

ENTRY OF THE CONFIRMATION ORDER BY THE BANKRUPTCY COURT SHALL CONSTITUTE THE BANKRUPTCY COURT'S APPROVAL, PURSUANT TO BANKRUPTCY RULE 9019, OF THE RELEASES IN SECTION 10.7(a) OF THE PLAN (the "DEBTOR RELEASES"), WHICH INCLUDES BY REFERENCE EACH OF THE RELATED PROVISIONS AND DEFINITIONS UNDER THE PLAN, AND FURTHER, SHALL CONSTITUTE THE BANKRUPTCY COURT'S FINDING THAT THE DEBTOR RELEASES ARE: (I) IN EXCHANGE FOR THE GOOD, VALUABLE AND ADEQUATE CONSIDERATION PROVIDED BY THE RELEASED PARTIES, (II) ESSENTIAL TO THE CONFIRMATION OF THE PLAN, (III) A GOOD FAITH SETTLEMENT AND COMPROMISE OF THE RELEASED CLAIMS RELEASED BY THE DEBTORS, THE POST-EFFECTIVE DATE DEBTORS AND THE ESTATES, (IV) IN THE BEST INTERESTS OF THE DEBTORS, THE ESTATES AND ALL HOLDERS OF CLAIMS AND INTERESTS, (IV) FAIR, EQUITABLE AND REASONABLE, (V) GIVEN AND MADE AFTER DUE NOTICE AND OPPORTUNITY FOR HEARING, AND (VII) A BAR TO ANY OF THE DEBTORS, THE POST-EFFECTIVE DATE DEBTORS, OR THE ESTATES ASSERTING ANY CLAIM OR CAUSE OF ACTION RELEASED PURSUANT TO THE DEBTOR RELEASE.

(b) RELEASES BY HOLDERS OF CLAIMS AND INTERESTS. AS OF THE EFFECTIVE DATE, EXCEPT FOR THE RIGHTS AND REMEDIES THAT REMAIN IN EFFECT FROM AND AFTER THE EFFECTIVE DATE TO ENFORCE THE PLAN, THE CONFIRMATION ORDER, THE OBLIGATIONS CONTEMPLATED BY THE DOCUMENTS IN THE PLAN SUPPLEMENT, THE APACHE DEFINITIVE DOCUMENTS, ANY ADDITIONAL PREDECESSOR AGREEMENT DOCUMENTS, THE FIRST LIEN EXIT FACILITY COMMITMENT LETTER, THE CREDIT BID PURCHASE AGREEMENT, THE SECOND LIEN BACKSTOP COMMITMENT LETTER, THE EQUITY RIGHTS OFFERINGS, THE ERO BACKSTOP AGREEMENTS, THE EXIT FACILITY DOCUMENTS, AND THE RESTRUCTURING TRANSACTIONS, ON AND AFTER THE EFFECTIVE DATE, THE RELEASED PARTIES WILL BE DEEMED CONCLUSIVELY, ABSOLUTELY, UNCONDITIONALLY, IRREVOCABLY, AND FOREVER RELEASED AND DISCHARGED BY THE RELEASING PARTIES, TO THE MAXIMUM EXTENT PERMITTED BY LAW, AS SUCH LAW MAY BE EXTENDED SUBSEQUENT TO THE EFFECTIVE DATE BY THE RELEASING PARTIES, FROM ANY AND ALL CLAIMS AND CAUSES OF ACTION WHATSOEVER (INCLUDING ANY DERIVATIVE CLAIMS, ASSERTED OR ASSERTABLE ON BEHALF OF THE DEBTORS, THE POST-EFFECTIVE DATE DEBTORS, OR THEIR ESTATES, INCLUDING ANY CAUSES OF ACTION ARISING UNDER CHAPTER 5 OF THE BANKRUPTCY CODE), WHETHER LIQUIDATED OR UNLIQUIDATED, FIXED OR CONTINGENT, MATURED OR UNMATURED, KNOWN OR UNKNOWN, FORESEEN OR UNFORESEEN, ASSERTED OR UNASSERTED, ACCRUED OR UNACRUED, EXISTING OR HEREINAFTER ARISING, IN LAW, EQUITY, CONTRACT, TORT, OR OTHERWISE BY STATUTE, WHETHER ARISING UNDER FEDERAL OR STATE, STATUTORY OR COMMON LAW, VIOLATIONS OF FEDERAL OR STATE SECURITIES LAWS, OR ANY OTHER APPLICABLE INTERNATIONAL, FOREIGN, OR DOMESTIC LAW, RULE STATUTE, REGULATION, TREATY, RIGHT, DUTY, REQUIREMENT OR OTHERWISE, THAT THE RELEASING PARTIES OR THEIR



ESTATES, AFFILIATES, HEIRS, EXECUTORS, ADMINISTRATORS, SUCCESSORS, ASSIGNS, MANAGERS, ACCOUNTANTS, ATTORNEYS, REPRESENTATIVES, CONSULTANTS, AGENTS, AND ANY OTHER PERSONS CLAIMING UNDER OR THROUGH THEM WOULD HAVE BEEN LEGALLY ENTITLED TO ASSERT IN THEIR OWN RIGHT (WHETHER INDIVIDUALLY OR COLLECTIVELY) OR ON BEHALF OF THE HOLDER OF ANY CLAIM OR INTEREST OR OTHER PERSON, BASED ON OR RELATING TO, OR IN ANY MANNER ARISING FROM, IN WHOLE OR IN PART, THE DEBTORS, THE POST-EFFECTIVE DATE DEBTORS, OR THEIR ESTATES, THE CHAPTER 11 CASES, THE RESTRUCTURING, THE PURCHASE, SALE, OR RESCISSION OF THE PURCHASE OR SALE OF ANY SECURITY OF THE DEBTORS OR THE POST-EFFECTIVE DATE DEBTORS, THE SUBJECT MATTER OF, OR THE TRANSACTIONS OR EVENTS GIVING RISE TO, ANY CLAIM OR INTEREST THAT IS TREATED IN THE PLAN, THE BUSINESS OR CONTRACTUAL ARRANGEMENTS OR INTERACTIONS BETWEEN ANY DEBTOR AND ANY RELEASED PARTY, THE RESTRUCTURING, THE RESTRUCTURING OF ANY CLAIMS OR INTERESTS BEFORE OR DURING THE CHAPTER 11 CASES, THE NEGOTIATION, FORMULATION, PREPARATION, OR CONSUMMATION OF THE PLAN, THE DOCUMENTS IN THE PLAN SUPPLEMENT, THE CREDIT BID PURCHASE AGREEMENT, THE EXIT FACILITY DOCUMENTS, THE APACHE DEFINITIVE DOCUMENTS, ANY ADDITIONAL PREDECESSOR AGREEMENT DOCUMENTS, THE FIRST LIEN EXIT FACILITY COMMITMENT LETTER, THE SECOND LIEN BACKSTOP COMMITMENT LETTER, THE EQUITY RIGHTS OFFERINGS, THE ERO BACKSTOP AGREEMENTS, THE DECOMMISSIONING AGREEMENT OR RELATED AGREEMENTS, INSTRUMENTS, OR OTHER DOCUMENTS, RELATING THERETO, OR THE SOLICITATION OF VOTES WITH RESPECT TO THE PLAN, IN ALL CASES BASED UPON ANY ACT OR OMISSION, TRANSACTION, AGREEMENT, EVENT, OR OTHER OCCURRENCES TAKING PLACE ON OR BEFORE THE EFFECTIVE DATE.

ENTRY OF THE CONFIRMATION ORDER BY THE BANKRUPTCY COURT SHALL CONSTITUTE THE BANKRUPTCY COURT'S APPROVAL, PURSUANT TO BANKRUPTCY RULE 9019, OF THE RELEASES IN SECTION 10.7(B) OF THE PLAN (THE "THIRD-PARTY RELEASE"), WHICH INCLUDES, BY REFERENCE, EACH OF THE RELATED PROVISIONS AND DEFINITIONS UNDER THE PLAN, AND, FURTHERMORE, SHALL CONSTITUTE THE BANKRUPTCY COURT'S FINDING THAT THE THIRD-PARTY RELEASE IS (I) CONSENSUAL, (II) ESSENTIAL TO THE CONFIRMATION OF THE PLAN, (III) GIVEN IN EXCHANGE FOR THE GOOD, VALUABLE AND ADEQUATE CONSIDERATION PROVIDED BY THE RELEASED PARTIES, (IV) A GOOD FAITH SETTLEMENT AND COMPROMISE OF THE CLAIMS RELEASED BY THE THIRD-PARTY RELEASE, (V) IN THE BEST INTERESTS OF THE DEBTORS AND THEIR ESTATES, (VI) FAIR, EQUITABLE AND REASONABLE, (VII) GIVEN AND MADE AFTER DUE NOTICE AND OPPORTUNITY FOR HEARING, AND (VIII) A BAR TO ANY OF THE RELEASING PARTIES ASSERTING ANY CLAIM OR CAUSE OF ACTION RELEASED PURSUANT TO THE THIRD-PARTY RELEASE.



NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS SECTION 10.7(B) OF THE PLAN, NO PARTY SHALL BE RELEASED TO THE EXTENT SUCH RELEASE WOULD IMPAIR THE DECOMMISSIONING SECURITY OR THE APACHE PSA PARTIES' ABILITY TO DRAW ON THE DECOMMISSIONING SECURITY, IN ANY RESPECT. FOR THE AVOIDANCE OF DOUBT, ANY AND ALL CLAIMS THE APACHE PSA PARTIES MAY HAVE AGAINST FWE I RELATED TO THE DECOMMISSIONING AGREEMENT ARISING POST-EFFECTIVE DATE AND ANY SECURITY OBTAINED, PROVIDED, OR PLEDGED IN CONNECTION WITH THE DECOMMISSIONING AGREEMENT WILL BE PRESERVED AND ANY AND ALL CLAIMS FWE I MAY HAVE AGAINST THE APACHE PSA PARTIES RELATED TO THE DECOMMISSIONING AGREEMENT ARISING POST-EFFECTIVE DATE AND THE DECOMMISSIONING SECURITY WILL BE PRESERVED.

(c) *Release of Liens.* Except as otherwise specifically provided in the Plan (including all Liens securing the FLFO Claims or the First Lien Exit Facility) or in any contract, instrument, release, or other agreement or document contemplated under or executed in connection with the Plan, on the Effective Date and concurrently with the applicable distributions made pursuant to the Plan and, in the case of a Secured Claim, satisfaction in full of the portion of the Secured Claim that is secured and Allowed as of the Effective Date, all mortgages, deeds of trust, Liens, pledges, or other security interests against any property of the estates shall be fully released and discharged, and all of the right, title, and interest of any holder of such mortgages, deeds of trust, Liens, pledges, or other security interests shall revert to the Post-Effective Date Debtors and their successors and assigns, in each case, without any further approval or order of the Bankruptcy Court and without any action or filing being required to be made by the Debtors. For the avoidance of doubt, all liens and encumbrances on, interests in, and claims against the Legacy Apache Properties (as defined in the Apache Term Sheet) and the other FWE I Assets (as defined in Part A of Schedule I of the Plan of Merger) held by the Prepetition FLFO Secured Parties, Prepetition FLTL Lenders, and Prepetition SLTL Lenders shall be released, discharged, and of no further force or effect as of the Effective Date.

#### 10.8 Exculpation.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, EXCEPT FOR THE RIGHTS THAT REMAIN IN EFFECT FROM AND AFTER THE EFFECTIVE DATE TO ENFORCE THE PLAN, THE CONFIRMATION ORDER AND THE OBLIGATIONS CONTEMPLATED BY THE DOCUMENTS IN THE PLAN SUPPLEMENT, THE APACHE DEFINITIVE DOCUMENTS, ANY ADDITIONAL PREDECESSOR AGREEMENT DOCUMENTS, THE FIRST LIEN EXIT FACILITY COMMITMENT LETTER, THE CREDIT BID PURCHASE AGREEMENT, THE SECOND LIEN BACKSTOP COMMITMENT LETTER, THE EXIT FACILITY DOCUMENTS, THE EQUITY RIGHTS OFFERINGS, THE ERO BACKSTOP AGREEMENTS, AND THE RESTRUCTURING TRANSACTIONS, NO EXCULPATED PARTY WILL HAVE OR INCUR, AND EACH EXCULPATED PARTY WILL BE RELEASED AND EXCULPATED FROM, ANY CLAIM, OBLIGATION, SUIT, JUDGMENT, DAMAGE, DEMAND, DEBT, RIGHT, REMEDY LOSS, LIABILITY AND

CAUSE OF ACTION IN CONNECTION WITH OR ARISING OUT OF THE ADMINISTRATION OF THE CHAPTER 11 CASES; THE NEGOTIATION AND PURSUIT OF THE DIP FACILITY, THE CREDIT BID PURCHASE AGREEMENT, THE NEW MONEY INVESTMENT, THE EXIT FACILITY DOCUMENTS, THE FIRST LIEN EXIT FACILITY COMMITMENT LETTER, THE SECOND LIEN BACKSTOP COMMITMENT LETTER, THE EQUITY RIGHTS OFFERINGS, THE ERO BACKSTOP AGREEMENTS, THE APACHE DEFINITIVE DOCUMENTS, ANY ADDITIONAL PREDECESSOR AGREEMENT DOCUMENTS, THE DISCLOSURE STATEMENT, THE RESTRUCTURING, THE PLAN (INCLUDING THE PLAN SUPPLEMENT), AND ALL DOCUMENTS RELATING TO THE FOREGOING, OR THE SOLICITATION OF VOTES FOR, OR CONFIRMATION OF, THE PLAN; THE FUNDING OF THE PLAN; THE OCCURRENCE OF THE EFFECTIVE DATE; THE ADMINISTRATION OF THE PLAN OR THE PROPERTY TO BE DISTRIBUTED UNDER THE PLAN; THE ISSUANCE OF SECURITIES UNDER OR IN CONNECTION WITH THE PLAN; THE PURCHASE, SALE, OR RESCISSION OF THE PURCHASE OR SALE OF ANY SECURITY OF THE DEBTORS OR THE POST-EFFECTIVE DATE DEBTORS; OR THE TRANSACTIONS IN FURTHERANCE OF ANY OF THE FOREGOING; OTHER THAN CLAIMS OR CAUSES OF ACTION ARISING OUT OF OR RELATED TO ANY ACT OR OMISSION OF AN EXCULPATED PARTY THAT CONSTITUTES INTENTIONAL FRAUD, WILLFUL MISCONDUCT, OR GROSS NEGLIGENCE AS DETERMINED BY A FINAL ORDER, BUT IN ALL RESPECTS SUCH PERSONS WILL BE ENTITLED TO REASONABLY RELY UPON THE ADVICE OF COUNSEL WITH RESPECT TO THEIR DUTIES AND RESPONSIBILITIES PURSUANT TO THE PLAN. THE EXCULPATED PARTIES HAVE ACTED IN COMPLIANCE WITH THE APPLICABLE PROVISIONS OF THE BANKRUPTCY CODE WITH REGARD TO THE SOLICITATION OF THE PLAN AND, THEREFORE, ARE NOT, AND ON ACCOUNT OF SUCH DISTRIBUTIONS WILL NOT BE, LIABLE AT ANY TIME FOR THE VIOLATION OF ANY APPLICABLE LAW, RULE, OR REGULATION GOVERNING THE SOLICITATION OF ACCEPTANCES OR REJECTIONS OF THE PLAN OR SUCH DISTRIBUTIONS MADE PURSUANT TO THE PLAN. THE EXCULPATION WILL BE IN ADDITION TO, AND NOT IN LIMITATION OF, ALL OTHER RELEASES, INDEMNITIES, EXCULPATIONS, AND ANY OTHER APPLICABLE LAW OR RULES PROTECTING SUCH EXCULPATED PARTIES FROM LIABILITY.

#### **10.9 Injunction Related to Releases and Exculpation.**

The Confirmation Order shall permanently enjoin the commencement or prosecution by any Person or entity, whether directly, derivatively, or otherwise, of any Claims, obligations, suits, judgments, damages, demands, debts, rights, Causes of Action, losses, or liabilities released pursuant to the Plan, including the claims, obligations, suits, judgments, damages, demands, debts, rights, Causes of Action, and liabilities released or exculpated in the Plan or the Confirmation Order.

#### **10.10 Subordinated Securities Claims.**

The allowance, classification, and treatment of all Allowed Claims and Interests and the respective distributions and treatments thereof under the Plan take into account and conform to the relative priority and rights of the Claims and Interests in each Class in connection with any contractual, legal, and equitable subordination rights relating thereto, whether arising under general principles of equitable subordination, sections 510(a), 510(b), or 510(c) of the Bankruptcy Code, or otherwise. Pursuant to section 510 of the Bankruptcy Code, the Debtors reserve the right to reclassify any Allowed Claim or Interest in accordance with any contractual, legal, or equitable subordination relating thereto.

#### **10.11 Retention of Causes of Action and Reservation of Rights.**

(a) Except as otherwise provided in the DIP Order or Plan, including Sections 10.5, 10.6, 10.7, 10.8 and 10.9, nothing contained in the Plan or the Confirmation Order shall be deemed to be a waiver or relinquishment of any rights, claims, Causes of Action, rights of setoff or recoupment, or other legal or equitable defenses that the Debtors had immediately before the Effective Date on behalf of the Estates or of themselves in accordance with any provision of the Bankruptcy Code or any applicable nonbankruptcy law. The Post-Effective Date Debtors shall have, retain, reserve, and be entitled to assert all such claims, Causes of Action, rights of setoff or recoupment, and other legal or equitable defenses as fully as if the Chapter 11 Cases had not been commenced, and all of the Debtors' legal and equitable rights in respect of any Unimpaired Claim may be asserted after the Confirmation Date and Effective Date to the same extent as if the Chapter 11 Cases had not been commenced.

(b) Notwithstanding Section 10.11(a), on the Effective Date, the Post-Effective Date Debtors shall be deemed to have released all preference actions pursuant to section 547 of the Bankruptcy Code against the holders of Unsecured Trade Claims and General Unsecured Claims (in each case, solely in their capacity as holders of Unsecured Trade Claims and General Unsecured Claims, as applicable).

#### **10.12 Ipso Facto and Similar Provisions Ineffective.**

Any term of any prepetition policy, prepetition contract, or other prepetition obligation applicable to a Debtor shall be void and of no further force or effect with respect to any Debtor to the extent that such policy, contract, or other obligation is conditioned on, creates an obligation of the Debtor as a result of, or gives rise to a right of any entity based on any of the following: (a) the insolvency or financial condition of a Debtor; (b) the commencement of the Chapter 11 Cases; (c) the confirmation or consummation of the Plan, including any change of control that shall occur as a result of such consummation; or (d) the Restructuring.

#### **10.13 Indemnification and Reimbursement Obligations.**

For purposes of the Plan, (a) Indemnification Obligations to current and former directors, officers, members, managers, agents or employees of any of the Debtors who served in such capacity before, on or subsequent to the Petition Date shall be assumed by the Post-Effective Date Debtors and (b) Indemnification Obligations of the Debtors arising from services as current and former directors, officers, members, managers, agents or employees of any of the

Debtors who served in such capacity during the period from and after the Petition Date shall be Administrative Expense Claims. In addition, after the Effective Date, the Post-Effective Date Debtors shall not terminate or otherwise reduce the coverage under any current and former directors', officers', members', managers', agents' or employees' insurance policies (including any "tail policy") in effect as of the Petition Date, and all current and former directors, officers, members, managers, agents or employees of any of the Debtors who served in such capacity at any time before the Effective Date shall be entitled to the full benefits of any such policy for the full term of such policy regardless of whether such members, managers, directors, and/or officers remain in such positions after the Effective Date to the extent set forth in such policies.

## **ARTICLE XI. RETENTION OF JURISDICTION.**

### **11.1 Retention of Jurisdiction.**

Pursuant to sections 105(c) and 1142 of the Bankruptcy Code and notwithstanding entry of the Confirmation Order and the occurrence of the Effective Date, on and after the Effective Date, the Bankruptcy Court shall retain exclusive jurisdiction, pursuant to 28 U.S.C. §§ 1334 and 157, over all matters arising in or related to the Chapter 11 Cases for, among other things, the following purposes:

- (a) to hear and determine motions and/or applications for the assumption or rejection of executory contracts or unexpired leases and any disputes over Cure Amounts resulting therefrom;
- (b) to determine any motion, adversary proceeding, application, contested matter, and other litigated matter pending on or commenced after the entry of the Confirmation Order;
- (c) to hear and resolve any disputes arising from or related to (i) any orders of the Bankruptcy Court granting relief under Bankruptcy Rule 2004 or (ii) any protective orders entered by the Bankruptcy Court in connection with the foregoing;
- (d) to ensure that distributions to holders of Allowed Claims are accomplished as provided in the Plan and the Confirmation Order and to adjudicate any and all disputes arising from or relating to distributions under the Plan;
- (e) to consider Claims or the allowance, classification, priority, compromise, estimation, or payment of any Claim, including any Administrative Expense Claim;
- (f) to enter, implement, or enforce such orders as may be appropriate in the event that the Confirmation Order is for any reason stayed, reversed, revoked, modified, or vacated;
- (g) to issue and enforce injunctions, enter and implement other orders, and take such other actions as may be necessary or appropriate to restrain interference by any Person

or other Entity with the consummation, implementation, or enforcement of the Plan, the Confirmation Order, or any other order of the Bankruptcy Court;

(h) to hear and determine any application to modify the Plan in accordance with section 1127 of the Bankruptcy Code to remedy any defect or omission or reconcile any inconsistency in the Plan, the Disclosure Statement, or any order of the Bankruptcy Court, including the Confirmation Order, in such a manner as may be necessary to carry out the purposes and effects thereof;

(i) to hear and determine all Fee Claims;

(j) to resolve disputes concerning any reserves with respect to Disputed Claims or the administration thereof;

(k) to hear and determine disputes arising in connection with the interpretation, implementation, or enforcement of the Plan, the Confirmation Order, any transactions or payments in furtherance of either, or any agreement, instrument, or other document governing or related to any of the foregoing;

(l) to take any action and issue such orders, including any such action or orders as may be necessary after entry of the Confirmation Order or the occurrence of the Effective Date, as may be necessary to construe, enforce, implement, execute, and consummate the Plan, including any release, exculpation, or injunction provisions set forth in the Plan, following the occurrence of the Effective Date;

(m) to determine such other matters and for such other purposes as may be provided in the Confirmation Order;

(n) to hear and determine matters concerning state, local, and federal taxes in accordance with sections 346, 505, and 1146 of the Bankruptcy Code (including any requests for expedited determinations under section 505(b) of the Bankruptcy Code);

(o) to hear and determine any other matters related to the Chapter 11 Cases and not inconsistent with the Bankruptcy Code or title 28 of the United States Code;

(p) to resolve any disputes concerning whether a Person or entity had sufficient notice of the Chapter 11 Cases, the Disclosure Statement, any solicitation conducted in connection with the Chapter 11 Cases, any bar date established in the Chapter 11 Cases, or any deadline for responding or objecting to a Cure Amount, in each case, for the purpose for determining whether a Claim or Interest is discharged hereunder or for any other purpose;

(q) to hear and determine any rights, Claims, or Causes of Action held by or accruing to the Debtors pursuant to the Bankruptcy Code or pursuant to any federal statute or legal theory;

(r) to recover all Assets of the Debtors and property of the Estates, wherever located;

(s) to hear and determine matters related to the DIP Facility and the DIP Order; and

(t) to enter a final decree closing each of the Chapter 11 Cases.

Notwithstanding anything in this Article XI to the contrary, as of the Effective Date, the Exit Facility Documents and any other documents related thereto, including the New Intercreditor Agreement, shall be governed by the jurisdictional provisions therein and the Bankruptcy Court shall not retain jurisdiction with respect thereto.

## **ARTICLE XII. MISCELLANEOUS PROVISIONS.**

### **12.1 Payment of Statutory Fees**

On the Effective Date and thereafter as may be required, the Debtors or the Post-Effective Date Debtors, as applicable, shall pay all Statutory Fees that are due and payable, together with interest, if any, pursuant to § 3717 of title 31 of the United States Code for each Debtor's case. The obligations under this Section 12.1 shall remain for each Debtor until such time as a final decree is entered closing the Chapter 11 Case for such Debtor, a Final Order converting such Debtor's Chapter 11 Case to a case under chapter 7 of the Bankruptcy Code is entered, or a Final Order dismissing such Debtor's Chapter 11 Case is entered.

### **12.2 Exemption from Certain Transfer Taxes.**

Pursuant to and to the fullest extent permitted by section 1146 of the Bankruptcy Code, (a) the issuance, transfer or exchange of any securities, instruments or documents, (b) the creation of any Lien, mortgage, deed of trust or other security interest, (c) all sale transactions consummated by the Debtors and approved by the Bankruptcy Court on and after the Confirmation Date through and including the Effective Date, including any transfers effectuated under the Plan, (d) any assumption, assignment, or sale by the Debtors of their interests in unexpired leases of nonresidential real property or executory contracts pursuant to section 365(a) of the Bankruptcy Code, (e) the grant of collateral under the Standby Loan Agreement and (f) the issuance, renewal, modification or securing of indebtedness by such means, and the making, delivery or recording of any deed or other instrument of transfer under, in furtherance of, or in connection with, the Plan, including the Confirmation Order, shall not be subject to any document recording tax, stamp tax, conveyance fee or other similar tax, mortgage tax, real estate transfer tax, mortgage recording tax, Uniform Commercial Code filing or recording fee, regulatory filing or recording fee, sales tax, use tax or other similar tax or governmental assessment. Consistent with the foregoing, each recorder of deeds or similar official for any county, parish, city or Governmental Unit in which any instrument hereunder is to be recorded shall, pursuant to the Confirmation Order, be ordered and directed to accept such instrument without requiring the payment of any filing fees, documentary stamp tax, deed stamps, stamp tax, transfer tax, intangible tax or similar tax.



### **12.3 Request for Expedited Determination of Taxes.**

The Debtors shall have the right to request an expedited determination under section 505(b) of the Bankruptcy Code with respect to tax returns filed, or to be filed, for any and all taxable periods ending after the Petition Date through the Effective Date.

### **12.4 Dates of Actions to Implement Plan.**

In the event that any payment or act under the Plan is required to be made or performed on a date that is not a Business Day, then the making of such payment or the performance of such act may be completed on or as soon as reasonably practicable after the next succeeding Business Day but shall be deemed to have been completed as of the required date.

### **12.5 Amendments.**

(a) Plan Modifications. Subject to (i) the consent rights set forth in the Restructuring Support Agreement, (ii) the reasonable consent of the Creditors' Committee solely to the extent that it adversely impacts the holders of General Unsecured Claims or Unsecured Trade Claims and (iii) the reasonable consent of the Prepetition FLFO Administrative Agent, the Plan may be amended, modified, or supplemented by the Debtors in the manner provided for by section 1127 of the Bankruptcy Code or as otherwise permitted by law, without additional disclosure pursuant to section 1125 of the Bankruptcy Code, except as otherwise ordered by the Bankruptcy Court. In addition, after the Confirmation Date, so long as such action does not materially and adversely affect the treatment of holders of Allowed Claims pursuant to the Plan, the Debtors, with (i) the consent of the Required DIP Lenders, and the Requisite FLTL Lenders, (ii) the reasonable consent of the Creditors' Committee solely to the extent that it adversely impacts the holders of General Unsecured Claims or Unsecured Trade Claims, and (iii) the reasonable consent of the Prepetition FLFO Administrative Agent, may remedy any defect or omission or reconcile any inconsistencies in the Plan or the Confirmation Order with respect to such matters as may be necessary to carry out the purposes of effects of the Plan, and any holder of a Claim or Interest that has accepted the Plan shall be deemed to have accepted the Plan as amended, modified, or supplemented. The Debtors, subject to (i) the consent of the Required DIP Lenders and the Requisite FLTL Lenders and (ii) the applicable consent rights of the Prepetition FLFO Administrative Agent, shall have the right to amend the documents contained in, and exhibits to, the Plan Supplement in accordance with the terms of the Plan and the Restructuring Support Agreement or the First Lien Exit Facility Commitment Letter, as applicable, through the Effective Date.

(b) Certain Technical Amendments. Before the Effective Date, the Debtors, subject to the consent rights set forth in the Restructuring Support Agreement, may make appropriate technical adjustments and modifications to the Plan without further order or approval of the Bankruptcy Court.

### **12.6 Revocation or Withdrawal of Plan.**

The Debtors reserve the right to revoke or withdraw the Plan before the Effective Date as to any or all of the Debtors. If, with respect to a Debtor, the Plan has been revoked or withdrawn before the Effective Date, or if confirmation or the occurrence of the Effective Date

as to such Debtor does not occur on the Effective Date, then, with respect to such Debtor: (a) the Plan shall be null and void in all respects; (b) any settlement or compromise embodied in the Plan (including the fixing or limiting to an amount any Claim or Interest or Class of Claims or Interests), assumption or rejection of executory contracts or unexpired leases affected by the Plan, and any document or agreement executed pursuant to the Plan shall be deemed null and void; and (c) nothing contained in the Plan shall (i) constitute a waiver or release of any Claim by or against, or any Interest in, such Debtor or any other Person; (ii) prejudice in any manner the rights of such Debtor or any other Person; or (iii) constitute an admission of any sort by any Debtor or any other Person.

#### **12.7 Severability.**

If, before the entry of the Confirmation Order, any term or provision of the Plan is held by the Bankruptcy Court to be invalid, void, or unenforceable, the Bankruptcy Court, at the request of the Debtors shall have the power to alter and interpret such term or provision to make it valid or enforceable to the maximum extent practicable, consistent with the original purpose of the term or provision held to be invalid, void, or unenforceable, and such term or provision shall then be applicable as altered or interpreted. Notwithstanding any such holding, alteration, or interpretation by the Bankruptcy Court, the remainder of the terms and provisions of the Plan shall remain in full force and effect and shall in no way be affected, impaired, or invalidated by such holding, alteration, or interpretation. The Confirmation Order shall constitute a judicial determination and shall provide that each term and provision of the Plan, as it may have been altered or interpreted in accordance with this section, is (a) valid and enforceable pursuant to its terms, (b) integral to the Plan and may not be deleted or modified without the consent of the Debtors or the Post-Effective Date Debtors (as the case may be) and (c) nonseverable and mutually dependent.

#### **12.8 Governing Law.**

Except to the extent that the Bankruptcy Code or other federal law is applicable or to the extent that a Plan Supplement document provides otherwise, the rights, duties, and obligations arising under the Plan shall be governed by, and construed and enforced in accordance with, the internal laws of the State of Texas, without giving effect to the principles of conflicts of laws thereof.

#### **12.9 Immediate Binding Effect.**

Notwithstanding Bankruptcy Rules 3020(e), 6004(h), 7062, or otherwise, upon the occurrence of the Effective Date, the terms of the Plan shall be immediately effective and enforceable and deemed binding upon and inure to the benefit of the Debtors, the Post-Effective Date Debtors, the holders of Claims and Interests, the Released Parties, and each of their respective successors and assigns.

#### **12.10 Successors and Assigns.**

The rights, benefits, and obligations of any Person named or referred to in the Plan shall be binding on and shall inure to the benefit of any heir, executor, administrator, successor, or permitted assign, if any, of each such Person.

#### **12.11 Entire Agreement.**

On the Effective Date, the Plan, the Plan Supplement, and the Confirmation Order shall supersede all previous and contemporaneous negotiations, promises, covenants, agreements, understandings, and representations on such subjects, all of which have become merged and integrated into the Plan.

#### **12.12 Computing Time.**

In computing any period of time prescribed or allowed by the Plan, unless otherwise set forth in the Plan or determined by the Bankruptcy Court, the provisions of Bankruptcy Rule 9006 shall apply.

#### **12.13 Exhibits to Plan.**

All exhibits, schedules, supplements, and appendices to the Plan (including any other documents to be executed, delivered, assumed, or performed in connection with the occurrence of the Effective Date) are incorporated into and are a part of the Plan as if set forth in full in the Plan.

#### **12.14 Notices.**

All notices, requests, and demands hereunder shall be in writing (including by facsimile or email transmission) and, unless otherwise provided herein, shall be deemed to have been duly given or made only when actually delivered or, in the case of notice by facsimile transmission, when received and telephonically confirmed, addressed as follows:

(a) If to the Debtors:

Fieldwood Energy LLC  
2000 W. Sam Houston Parkway, S. Suite 1200  
Houston, Texas 77042  
Attention: Michael Dane and Thomas R. Lamme

– and –

WEIL, GOTSHAL & MANGES LLP  
767 Fifth Avenue  
New York, New York 10153  
Attn: Matthew S. Barr, Esq., Alfredo R. Pérez, Esq., and Jessica Liou, Esq.  
Telephone: (212) 310-8000  
Facsimile: (212) 310-8007

*Attorneys for the Debtors*

(b) If to the DIP Lenders or FLTL Lenders:

DAVIS POLK & WARDWELL LLP

450 Lexington Avenue  
New York, NY 10017  
Attn: Damian Schaible, Esq. and Natasha Tsiouris, Esq.  
Telephone: (212) 450-4000  
Facsimile: (212) 701-5800

(c) If to the Post-Effective Date Debtors:

[Plan Administrator]  
[Plan Administrator Address]

– and –

WEIL, GOTSHAL & MANGES LLP  
767 Fifth Avenue  
New York, New York 10153  
Attn: Matthew S. Barr, Esq., Alfredo R. Pérez, Esq., and Jessica Liou, Esq.  
Telephone: (212) 310-8000  
Facsimile: (212) 310-8007

*Attorneys for Post-Effective Date Debtors*

A notice is deemed to be given and received (a) if sent by first-class mail, personal delivery, or courier, on the date of delivery if it is a Business Day and the delivery was made before 4:00 p.m. (local time in place of receipt) and otherwise on the next Business Day, or (b) if sent by electronic mail, when the sender receives an email from the recipient acknowledging receipt; *provided* that an automatic “read receipt” does not constitute acknowledgment of an email for purposes of this Section. Any party may change its address for service from time to time by providing a notice in accordance with the foregoing. Any element of a party’s address that is not specifically changed in a notice will be assumed not to be changed.

After the occurrence of the Effective Date, the Post-Effective Date Debtors and Plan Administrator have authority to send a notice to entities that to continue to receive documents pursuant to Bankruptcy Rule 2002, such entities must file a renewed request to receive documents pursuant to Bankruptcy Rule 2002; *provided*, that the U.S. Trustee need not file such a renewed request and shall continue to receive documents without any further action being necessary. After the occurrence of the Effective Date, the Post-Effective Date Debtors are authorized to limit the list of entities receiving documents pursuant to Bankruptcy Rule 2002 to the U.S. Trustee and those entities that have filed such renewed requests.

**12.15 Reservation of Rights.**

Except as otherwise provided herein, the Plan shall be of no force or effect unless the Bankruptcy Court enters the Confirmation Order. None of the filing of the Plan, any statement or provision of the Plan, or the taking of any action by the Debtors with respect to the Plan shall be or shall be deemed to be an admission or waiver of any rights of (a) the Debtors

with respect to any Claims or Interests before the Effective Date or (b) any holder of a Claim or Interest or other entity before the Effective Date.

**12.16 Dissolution of Creditors' Committee.**

On the Effective Date, the Creditors' Committee shall dissolve, and the members thereof shall be released and discharged from all rights and duties arising from, or related to, the Chapter 11 Cases, provided that following the Effective Date, the Creditors' Committee shall continue in existence and have standing and a right to be heard for the following limited purposes: (a) Claims and/or applications, and any relief related thereto, for compensation by Professional Persons retained in the Chapter 11 Cases pursuant to sections 327, 328, 329, 330, 331, 503(b), or 1103 of the Bankruptcy Code and requests for allowance of Administrative Expense Claims for substantial contribution pursuant to section 503(b)(3)(D) of the Bankruptcy Code; and (b) any appeals of the Confirmation Order or other appeals to which the Creditors' Committee is a party.

*[Remainder of Page Intentionally Left Blank]*

## Annex D

### Additional Termination Events<sup>1</sup>

Any of the following shall occur (unless otherwise consented to in writing by GS Bank):

(a) the failure of the Debtors to file the Plan before the hearing to consider approval of the Disclosure Statement;

(b) the Plan is withdrawn, amended, or otherwise modified so as to be inconsistent with the consent rights in this Commitment Letter, the First Lien Exit Facility Term Sheet, or the Plan;

(c) any of the Debtors files, announces, or commits in writing to any party (i) its intention not to support the Plan or pursue the Restructuring Transactions or (ii) its intention to support an alternative restructuring proposal or sale which would, without the consent of GS Bank (which, in the case of clauses (b) and (e) below, shall not to be unreasonably withheld) (a) individually or in the aggregate, result in a reduction of 10% or more of the total PV-10 of total 2P reserves comprising the assets acquired by the Credit Bid Purchaser (which shall be calculated by reference to the FWE YE2020 Internal Reserve Report (as of 5.1.21)), (b) result in any contract rights constituting material assets not being acquired by the Credit Bid Purchaser, (c) individually or in the aggregate, result in an increase by \$40.0 million or more (which, for the avoidance of doubt, in the case of plugging and abandonment liabilities, shall be calculated on a present value basis) in liabilities assumed by the Credit Bid Purchaser, (d) provide for any change in treatment of the Prepetition FLFO Credit Agreement or First Lien Exit Facility, or (e) provide for any differences from the Approved Credit Bid Purchase Agreement that are materially adverse to the interests of the First Lien Exit Facility Agent and the First Lien Exit Facility Lenders, in each case of sub-clauses (a) thru (e) above, relative to as contemplated under the Plan and/or the Approved Credit Bid Purchase Agreement, as applicable;

(d) (i) any of the Debtors (A) file any motion seeking to avoid, disallow, subordinate, or recharacterize all or any portion of the FLFO Claims or any lien or interest related thereto or (B) shall have directly or indirectly supported any application, adversary proceeding, motion, or cause of action referred to in the immediately preceding clause (A) filed by a third party, or consents to the standing of any such third party to bring such application, adversary proceeding, motion, or cause of action; or (ii) the Bankruptcy Court enters an order or judgment avoiding, disallowing, subordinating, or recharacterizing all or any portion of the FLFO Claims or any lien or interest related thereto;

(e) the Bankruptcy Court enters an order denying confirmation of the Plan and such order remains in effect for 10 days after the entry of such order;

(f) the Plan Effective Date does not occur on or before 11:59 p.m. (prevailing Eastern Time) on the earlier of (i) the Outside Expiration Time (as defined in the Second Lien Backstop Commitment Letter (which is as defined in the Plan) and (ii) July 31, 2021;

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<sup>1</sup> All capitalized terms used but not defined herein have the meanings given to them in the Plan (as defined in the Commitment Letter to which this **Annex D** is attached) or in the Commitment Letter, as context may require.



(g) the acceleration of the loans or the termination of the commitments under the DIP Facility or the termination or expiration of the Debtors' authority to use Cash Collateral (as defined in the DIP Order) that has not been waived or timely cured in accordance therewith;

(h) the Bankruptcy Court enters an order modifying or terminating the Debtors' exclusive right to file and/or solicit acceptances of a plan of reorganization;

(i) the breach by the Company of its obligations to provide any fee, indemnity, or expense reimbursement under this Commitment Letter, or any purported assignment of this Commitment Letter other than as permitted by this Commitment Letter;

(j) the issuance by any governmental authority, including any regulatory authority or court of competent jurisdiction, of any ruling or order that enjoins the consummation of any portion of the Restructuring Transactions;

(k) the Bankruptcy Court grants relief terminating, annulling, or modifying the automatic stay (as set forth in Section 362 of the Bankruptcy Code) with regard to any assets of the Company that individually or in the aggregate result in a reduction of 10% or more of the total PV-10 of total proved reserves that would otherwise comprise assets that are being transferred to NewCo and its Subsidiaries under the Plan (which shall be calculated by reference to the FWE YE2020 Internal Reserve Report (as of 5.1.21)) without the prior written consent of GS Bank;

(l) the entry of an order by the Bankruptcy Court, or the filing of a motion or application by the Debtors seeking an order (without the prior written consent of GS Bank), (i) dismissing one or more of the Chapter 11 Cases, or (ii) seeking to avoid its obligations under or reject this Commitment Letter; or

(m) any of the following documents or the commitments thereunder have terminated or expired: (i) the Restructuring Support Agreement, (ii) the Second Lien Backstop Commitment Letter, or (iii) the ERO Backstop Agreement.

**Exhibit J**  
**Second Lien Exit Facility Term Sheet**

**UP TO \$185.0 MILLION SENIOR SECURED SECOND LIEN TERM LOAN FACILITY  
“SECOND LIEN EXIT FACILITY TERM SHEET”**

**SUMMARY OF PRINCIPAL TERMS AND CONDITIONS<sup>1</sup>**

*Set forth below is a summary of certain principal terms for the Second Lien Exit Facility (as defined below). This summary of terms is for indicative purposes only and does not purport to summarize all of the terms of the definitive documentation for the Second Lien Exit Facility. These terms are subject to change based upon ongoing discussions and final negotiation of definitive documentation.*

**BORROWER:** Credit Bid Purchaser (the “**Borrower**”), a newly formed special purpose bidding entity, which will be the purchaser of certain of the Debtors’ assets.

**AGENT:** An institution to be mutually agreed will act as sole administrative agent and collateral agent (collectively, in such capacities, the “**Second Lien Exit Facility Agent**”, and as used in this *Exhibit J*, the “**Administrative Agent**”).

**LENDERS:** Each of the Backstop Commitment Parties and certain DIP Lenders (or, in each case, any of their affiliated or related funds) that elect to provide a commitment in respect of the Second Lien Exit Facility (collectively, the “**Second Lien Term Lenders**”). On the Closing Date (as defined below), the Second Lien Term Loans may be funded, in full or in part, by a seasoning institution.

**SECOND LIEN EXIT FACILITY:** A senior secured second lien term loan facility (the “**Second Lien Exit Facility**”) that shall become effective on the effective date of the Plan (the “**Plan Effective Date**”) in an amount of up to \$185.0 million comprised of:

(a) \$100.0 million of second lien term loans (the “**DIP Replacement Second Lien Loans**”); and

(b) additional second lien term loans (the “**New Money Second Lien Loans**” and, together with the DIP Replacement Second Lien Loans, the “**Second Lien Term Loans**”) in an amount equal to the lesser of (i) \$85.0 million and (ii) the amount necessary to provide the Borrower with no less than \$100.0 million of cash on hand on the Effective Date, after giving effect to all transactions to occur on the Effective Date (calculated pursuant to a process and at a time to be mutually agreed).

The Second Lien Term Loans shall be funded in cash on the Closing Date; *provided* that any Second Lien Term Lender that is a DIP Lender

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<sup>1</sup> All capitalized terms used but not defined herein have the meanings given to them in the Joint Chapter 11 Plan of Fieldwood Energy LLC and its Affiliated Debtors (the “**Plan**”) and the Disclosure Statement for Joint Chapter 11 Plan of Fieldwood Energy LLC and its Affiliated Debtors (the “**Disclosure Statement**”) to which this Second Lien Exit Facility Term Sheet is attached and the other exhibits attached to such Disclosure Statement. In the event any such capitalized term is subject to multiple and differing definitions, the appropriate meaning thereof for purposes of this *Exhibit J* shall be determined by reference to the context in which it is used.

may elect to fund its Second Lien Term Loans on the Closing Date on a cashless basis by converting the outstanding principal amount of any of its DIP Loans into Second Lien Term Loans. The Second Lien Exit Facility shall be secured on a junior basis to the First Lien Exit Facility and any permitted hedging obligations.

**INCREMENTAL SECOND  
LIEN TERM FACILITIES:**

The Second Lien Exit Facility Credit Agreement will permit incremental indebtedness in a manner acceptable to the Second Lien Term Lenders, and, in any event, will permit the Borrower, on up to two occasions, to incur separate classes of additional term loans or increases in existing term loans (the “*Incremental Second Lien Term Loans*”), in each case, in an aggregate principal amount not less than \$25.0 million and, in the case of all incremental term debt incurred pursuant to this “Incremental Second Lien Term Facilities” section, in an aggregate principal amount not to exceed \$50.0 million (each, an “*Incremental Second Lien Term Facility*”), so long as, at the time the Borrower seeks commitments in respect of an Incremental Second Lien Term Facility, either (i) the aggregate cash and cash equivalents of the Borrower and its subsidiaries are less than \$80.0 million as of such date (or, in the good faith determination of the board of directors of the Borrower, are anticipated to be less than \$80.0 million as of the proposed date of incurrence of such Incremental Second Lien Term Facility) or (ii) the board of directors of the Borrower, in its good faith judgment, determines that the incurrence of such Incremental Second Lien Term Facility is in the best interest of the Borrower and its subsidiaries. Incremental Second Lien Term Loans shall be subject to terms and conditions usual and customary for financings of this type to be agreed, including, without limitation, a “most favored nation” provision pursuant to which, if the all-in yield of any Incremental Second Lien Term Loans exceeds the all-in yield of the initial Second Lien Term Loans by more than 50 bps, the interest rate of initial the Second Lien Term Loans shall be automatically increased by a percentage that would cause such all-in yield differential not to exceed 50 bps. No Second Lien Term Lender will have an obligation to make any Incremental Second Lien Term Loan.

**PURPOSE:**

The proceeds of the Second Lien Term Loans will be used by the Borrower on the Plan Effective Date (the “*Closing Date*”) in accordance with and as provided in the Plan and, after the Closing Date, to finance the working capital needs and other general corporate purposes of the Borrower and its subsidiaries.

**AVAILABILITY:**

The full amount of the Second Lien Exit Facility must be drawn in a single drawing on the Closing Date; amounts borrowed thereunder that are repaid or prepaid may not be reborrowed.

**AMORTIZATION:**

None.

All amounts outstanding under the Second Lien Exit Facility shall be paid in full on the Second Lien Term Loan Maturity Date (as defined below).

**INTEREST RATES AND FEES:**

Interest rates under the Second Lien Exit Facility will be calculated, at the option of the Borrower, at Adjusted LIBOR (subject to a 1.00% floor) plus the Applicable Margin (as defined below) or ABR (subject to a 2.00% floor) plus the Applicable Margin.

Additionally, on each interest payment date, at any time that the aggregate cash and cash equivalents of the Borrower and its subsidiaries is less than \$75.0 million as at the end of the most recently ended fiscal quarter, the Borrower may elect, in its sole discretion, to pay a portion of the accrued interest payable on the Second Lien Term Loans in kind (the “**PIK Election**”) by adding an amount equal to 5.00% per annum to the outstanding principal amount of the Second Lien Term Loans on such interest payment date.

“**Applicable Margin**” is (i) in the case of Adjusted LIBOR loans, 8.00% per annum (or, at any time that the Borrower shall have made a PIK Election, 4.75% per annum) and (ii) in the case of ABR loans, 7.00% per annum (or, at any time that the Borrower shall have made a PIK Election, 3.75% per annum).

The Borrower shall pay an upfront fee (the “**Upfront Fee**”) equal to 2.00% of the funded amount of the Second Lien Exit Facility on the Closing Date to the Second Lien Exit Facility Agent for the ratable account of each Second Lien Term Lender. Other than with respect to DIP Loans which are converted into Second Lien Term Loans (with respect to which the Upfront Fee shall be paid in cash), the Upfront Fee shall be paid in the form of original issue discount by deducting such Upfront Fee from the proceeds of the Second Lien Exit Facility on the Closing Date.

**FINAL MATURITY:**

The Second Lien Exit Facility will mature on the date that is five years after the Closing Date (the “**Second Lien Term Loan Maturity Date**”).

**GUARANTEES:**

All obligations of the Borrower under the Second Lien Exit Facility will be jointly and severally unconditionally guaranteed on a second lien secured basis (the “**Second Lien Guarantees**”) by the same guarantors that guarantee the First Lien Exit Facility (it being understood that the subsidiary guarantee requirements under the Second Lien Exit Facility will be consistent with the subsidiary guarantee requirements under the First Lien Exit Facility).

**SECURITY:**

The obligations of the Borrower under the Second Lien Exit Facility and the Second Lien Guarantees will be secured by a perfected second lien security interest in the same collateral that secures the First Lien Exit Facility (it being understood that the collateral requirements under the Second Lien Exit Facility will be consistent with the collateral requirements under the First Lien Exit Facility).

**VOLUNTARY**

Prepayments of borrowings under the Second Lien Exit Facility will be

<b>PREPAYMENTS:</b>	permitted at any time without premium or penalty.
<b>REPRESENTATIONS AND WARRANTIES:</b>	The Second Lien Exit Facility Documents will contain representations and warranties acceptable to the Second Lien Term Lenders and substantially consistent with the corresponding provisions set forth in the First Lien Exit Facility Documents.
<b>CONDITIONS PRECEDENT:</b>	The closing of the Second Lien Exit Facility will be subject to conditions precedent acceptable to the Second Lien Term Lenders and usual and customary for financings of this type and otherwise as set forth in the Backstop Commitment Letter and, with respect to documentary conditions, acceptable to the Second Lien Term Lenders and substantially consistent with the corresponding documentary conditions set forth in the First Lien Exit Facility Documents with appropriate modifications to reflect the second lien status of the Second Lien Exit Facility.
<b>AFFIRMATIVE COVENANTS:</b>	The Second Lien Exit Facility Documents will contain affirmative covenants acceptable to the Second Lien Term Lenders and substantially consistent with the corresponding provisions set forth in the First Lien Exit Facility Documents, with appropriate modifications to reflect the second lien status of the Second Lien Exit Facility.
<b>NEGATIVE COVENANTS:</b>	The negative covenants shall be acceptable to the Second Lien Term Lenders and substantially consistent with the corresponding provisions set forth in the First Lien Exit Facility Documents, with (a) appropriate modifications to reflect the second lien status of the Second Lien Exit Facility, and (b) monetary baskets and thresholds set at an additional cushion to be agreed against the applicable basket or threshold in the First Lien Exit Facility Documents.
<b>FINANCIAL COVENANT:</b>	None.
<b>EVENTS OF DEFAULT:</b>	The Second Lien Exit Facility Documents will contain events of default acceptable to the Second Lien Term Lenders and substantially consistent with the corresponding provisions set forth in the First Lien Exit Facility Documents, with (a) appropriate modifications to reflect the second lien status of the Second Lien Exit Facility and (b) cross-acceleration (instead of cross-default) and cross-payment event of default at maturity to the First Lien Exit Facility.



**Exhibit K**  
**Apache Term Sheet Implementation Agreement**

### **First Amended Apache Term Sheet Implementation Agreement**

This FIRST AMENDED IMPLEMENTATION AGREEMENT (the “**Agreement**”) is made and entered into effective as of January 1, 2021, by and among (a) Fieldwood Energy LLC, a Delaware limited liability company (“**FWE**”), and GOM Shelf LLC, a Delaware limited liability company (collectively, the “**Fieldwood PSA Parties**”) and (b) Apache Corporation (“**Apache**”), Apache Shelf, Inc., Apache Deepwater LLC, and Apache Shelf Exploration LLC (collectively, the “**Apache PSA Parties**”) (each, a “**Party**” and collectively, the “**Parties**”) to implement the transactions contemplated by or related to the term sheet attached hereto as **Exhibit A** (the “**Apache Term Sheet**”).

### **RECITALS**

WHEREAS, on July 31, 2020, the Parties executed a letter agreement whereby each of the Parties agreed (i) to work to implement the terms of the Apache Term Sheet in accordance therewith and (ii) to execute and support a restructuring support agreement with certain consent rights for Apache and consistent in all respects with the terms of the Apache Term Sheet;

WHEREAS, commencing on August 3, 2020 (the “**Petition Date**”), FWE and certain of its affiliates each filed with the United States Bankruptcy Court for the Southern District of Texas (the “**Bankruptcy Court**”) a voluntary case under chapter 11 of title 11 of the United States Code;

WHEREAS, Apache asserts that it holds prepetition audit claims against FWE related to (a) the 2013 audit of WC 72 for 2011-12 for the remaining amount of \$10,222.37 which amount was included on the April 2016 JIB relating to ENI’s debit pay, (b) credits from Noble Energy to Apache for VK 917 and 962 as shown on the August 2018 JIB in the amount of \$11,413.53, and (c) joint venture expenditure audits #17.2.12 relating to East Breaks 158/159 for 2017, #19.2.11 relating to the Main Pass 302 #B19 Well for 2019, #19.2.12 relating to East Breaks 158/159 for 2019, and #19.2.22 relating to Viosca Knoll 917/961/962 (Swordfish) for 2019 in the aggregate

net amount of \$115,969 (collectively, the “**Apache Audit Claims**”); Apache, as a beneficiary of The Fieldwood Decommissioning Trust A (“**Trust A**”) created pursuant to that certain Trust Agreement, dated September 30, 2013, by and among the Fieldwood PSA Parties, as Settlers and Primary Beneficiaries, and the Apache PSA Parties and Apache Shelf Exploration LLC, as Secondary Beneficiaries, as amended, and pursuant to an audit conducted on behalf of Trust A relating to the Fourth and Fifth Amendments to the Decommissioning Agreement, asserts that it holds prepetition claims against FWE relating to funds allegedly improperly withdrawn from Trust A in the aggregate amount of approximately \$1,514,236.00 (the “**Apache Trust A Claims**”); and Apache asserts that it holds claims against FWE related to FWE’s obligations under the Decommissioning Agreement<sup>1</sup> (the “**Decommissioning Claims**” and, together with the Apache Audit Claims, the Apache Trust A Claims, and any other prepetition claim Apache may assert, the “**Apache Claims**”);

WHEREAS, the Bankruptcy Court has established a general bar date of 5:00 p.m. (Central Time) on November 25, 2020 (the “**General Bar Date**”) for filing proofs of claim against the Fieldwood PSA Parties; the Parties hereto entered into that certain stipulation, dated as of November 24, 2020, thereby agreeing to extend the General Bar Date as to the Apache Claims in contemplation of the resolution of the Apache Claims as set forth in the RSA (as defined below), the Apache Term Sheet, and the Apache Definitive Documents (as defined below);

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<sup>1</sup> Specifically, per the terms of the Decommissioning Agreement (each capitalized term used herein without definition is as defined in the Decommissioning Agreement), FWE’s Required Spend for decommissioning the Legacy Apache Properties for Plan Year 2020 was \$80,000,000.00. According to FWE’s records, only approximately \$31,730,441.00 was spent by FWE in Plan Year 2020 on such decommissioning obligations, creating a shortfall of the Required Spend of approximately \$48,269,559 (the “**2020 Shortfall**”). Upon Apache’s information and belief, FWE has not funded the 2020 Shortfall into Trust A, as required pursuant to the terms of the Decommissioning Agreement. Accordingly, one of the Decommissioning Claims Apache asserts it holds against FWE is for the 2020 Shortfall.

WHEREAS, that certain *Restructuring Support Agreement*, dated as of August 4, 2020 (as amended,<sup>2</sup> the “**RSA**”), was entered into by and among (i) the Company<sup>3</sup> (including the Fieldwood PSA Parties); (ii) the Consenting FLTL Lenders; (iii) the Consenting SLTL Lenders (together with the Consenting FLTL Lenders, the “**Consenting Creditors**”); and (iv) Apache (collectively, the “**RSA Parties**”), pursuant to which the RSA Parties agreed to support a financial restructuring of the Company as provided therein;

WHEREAS, the Company and the Consenting Creditors have agreed that certain interests in certain non-Legacy Apache Properties and the properties included in the fields listed on Schedule A to the Apache Term Sheet as “Ownership and Operatorship” (the “**Retained Properties**”) (such non-Legacy Apache Properties and the Retained Properties, collectively, the “**Credit Bid Acquired Interests**”) will be sold and conveyed to, and certain liabilities and obligations of the Debtors will be assumed by and will constitute liabilities and obligations of (such liabilities and obligations, collectively, the “**Credit Bid Assumed Liabilities**”), an entity to be formed for purposes of consummating the transactions under the Credit Bid Purchase Agreement (“**Credit Bid Purchaser**”), pursuant to a purchase and sale agreement (the “**Credit Bid Purchase Agreement**”);

WHEREAS, pursuant to the RSA, the Company agreed to, among other things: (i) negotiate in good faith the definitive documents implementing the transactions contemplated by or relating to the Apache Term Sheet (the “**Apache Definitive Documents**”); (ii) use commercially reasonable efforts to execute and deliver the Apache Definitive Documents; and

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<sup>2</sup> Since the RSA was executed on August 4, 2020, additional lenders holding FLTL Claims and/or SLTL Claims have executed joinders to the RSA, including members of the ad hoc group of holders of Prepetition SLTL Loans that is represented by the Ad Hoc Group of SLTL Advisors (each as defined in the Plan (as defined below)).

<sup>3</sup> Capitalized terms used but not defined herein shall have the meanings ascribed to them in the RSA, unless indicated otherwise.

(iii) use commercially reasonable efforts to consummate the transactions contemplated under the Apache Definitive Documents;

WHEREAS, pursuant to the RSA, Apache agreed to, among other things: (i) support and take all actions necessary or reasonably requested by the Company to facilitate the finalization of the Apache Definitive Documents; and (ii) support and take all actions necessary or reasonably requested by the Company to facilitate the transactions contemplated under the Apache Definitive Documents;

WHEREAS, pursuant to the RSA, the Apache Definitive Documents shall be in a form reasonably acceptable to the Company, Apache, the Requisite DIP Commitment Parties, and the Requisite FLTL Lenders;

WHEREAS, pursuant to the Apache Term Sheet, Apache acknowledged and agreed that the Apache Definitive Documents shall be subject to the approval of holders of consent rights as set forth in the RSA, which approval shall not be unreasonably withheld, it being understood that good faith negotiations with respect to matters not addressed in the Apache Term Sheet or the Restructuring Term Sheet shall not be considered unreasonably withholding approval;

WHEREAS, the Apache Term Sheet provides that the parties thereto agree to negotiate mutually agreeable Apache Definitive Documents no later than 45 days after the Petition Date, which deadline the Parties have mutually agreed to extend to January 1, 2021;

WHEREAS, the RSA provides that it shall be a DIP Commitment Parties Termination Event if the Company shall not have complied with the deadline requiring the finalization of the Apache Definitive Documents by no later than 75 days after the Petition Date, which deadline has been extended to January 1, 2021;

WHEREAS, pursuant to that certain *Senior Secured Debtor-In-Possession Term Loan Credit Agreement*, dated as of August 24, 2020, among Fieldwood Energy Inc., Fieldwood Energy LLC, the Several Lenders, from time to time, and Cantor Fitzgerald Securities, the Apache Definitive Documents shall be finalized no later than 75 days after the Petition Date, which deadline has been extended to January 1, 2021;

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties, intending to be legally bound, agree as follows:

1. **Apache Definitive Documents.** The documents below comprise the Apache Definitive Documents as contemplated in the RSA and the Apache Term Sheet:

a. *Conversion of FWE into a Texas Limited Liability Company.*

(i) *Certificate of Conversion (DE) (FWE).* Annexed hereto as **Exhibit 1.**

(ii) *Certificate of Conversion (TX) (FWE).* Annexed hereto as **Exhibit 2.**

(iii) *Plan of Conversion (TX) (FWE).* Annexed hereto as **Exhibit 3.**

(iv) *Certificate of Formation (TX) (FWE).* Annexed hereto as **Exhibit 4.**

b. *Divisional Merger Documents.*

(i) *Agreement and Plan of Merger (TX) (FWE)* (the “**Plan of Merger**”).

Annexed hereto as **Exhibit 5.**

(ii) *Certificate of Merger (TX) (FWE).* Annexed hereto as **Exhibit 5A.**

(iii) *Certificate of Formation (TX) (Fieldwood Energy I LLC).* Annexed hereto as **Exhibit 5B.**

c. *Fieldwood Energy I LLC Agreement.* Annexed hereto as **Exhibit 6.**

d. *ST 308 Bond Form.* Annexed hereto as **Exhibit 7.**



e. *Standby Credit Facility Documents* (collectively, the “**Standby Credit Facility Documents**”).

- (i) *Standby Loan Agreement*. Annexed hereto as **Exhibit 8**.
- (ii) *Security Agreement*. Annexed hereto as **Exhibit 9**.
- (iii) *Guarantee (Fieldwood Energy I LLC)*. Annexed hereto as **Exhibit 10**.
- (iv) *Guarantee (GOM Shelf LLC)*. Annexed hereto as **Exhibit 11**.
- (v) *Form of Mortgages*. Annexed hereto as **Exhibit 12**.

f. *Form of Amendment to Unit Operating Agreement*. Annexed hereto as **Exhibit 13**, the form of which shall be modified in a manner consistent with the Apache Term Sheet and this Agreement to amend each operating agreement with respect to the properties included in the fields listed on Schedule A to the Apache Term Sheet as solely “Operatorship” for which Credit Bid Purchaser shall become operator, which amendments shall be subject to the same consent rights of the Required DIP Lenders and Requisite FLTL Lenders as for the Apache Definitive Documents, and the Parties shall enter into such amendments prior to the closing of the transactions contemplated by the Credit Bid Purchase Agreement.

- g. *Farmout Agreement*. Annexed hereto as **Exhibit 14**.
- h. *Transition Services Agreement*. Annexed hereto as **Exhibit 15**.
- i. *SEMS Bridging Agreement*. Annexed hereto as **Exhibit 16**.
- j. *Amended BriarLake Sublease*. Annexed hereto as **Exhibit 17**.
- k. *Certification of Rights*. Annexed hereto as **Exhibit 18**.

2. **Execution of Apache Definitive Documents; Good Faith Cooperation.**

Each Party agrees, and Apache expressly acknowledges, that the Company and the Apache PSA Parties have satisfied the requirements under the Apache Term Sheet and the RSA to negotiate

mutually agreeable Apache Definitive Documents by the relevant deadlines set forth therein. Subject to and in accordance with the terms of the RSA and Apache Term Sheet, each of the Parties shall negotiate any exhibits, amendments, modifications or supplements to the Apache Definitive Documents in good faith and agree to exercise commercially reasonable efforts with respect to the negotiation, pursuit, approval, execution, delivery, implementation, and consummation of the Apache Definitive Documents. The Parties may, by mutual agreement, amend, modify, or supplement the forms of the Apache Definitive Documents attached hereto or negotiate to add additional documents to the list of Apache Definitive Documents, consistent with the terms and conditions herein, in the RSA, and in the Apache Term Sheet, and subject to the consent rights of the Parties in the RSA and the Apache Term Sheet, as necessary or desirable to effectuate the Apache Term Sheet and a chapter 11 plan of reorganization that incorporates the transactions contemplated in the Apache Definitive Documents (the “**Plan**”). Subject to the immediately preceding sentence, the Parties shall execute and deliver the Apache Definitive Documents on or before the effective date of the Plan (the “**Effective Date**”). Each Party agrees to use commercially reasonable efforts to execute and deliver the instruments, forms and filings (including any BOEM designation of operator forms and designated applicant Oil Spill Financial Responsibility (“**OSFR**”) form designations and any instruments, forms and filings required by BSEE) that are necessary to designate and appoint under all applicable laws and contracts the Credit Bid Purchaser as operator (and, as applicable, the designated applicant under OSFR for) the Credit Bid Acquired Interests as promptly as practicable following the closing of the Credit Bid Purchase Agreement, and in any case, prior to the execution and delivery of the instruments, forms and filings (including any BOEM designation of operator forms and designated applicant OSFR form designations and

any instruments, forms and filings required by BSEE) that may be required in connection with the implementation of the Divisive Merger (as defined below).

3. **FWE I Exhibits to the Plan of Merger.** Exhibits I-A(i) through I-K(iii) to Schedule I to the Plan of Merger (collectively, the “**FWE I Exhibits**”) set forth a list of Legacy Apache Properties, which FWE I Exhibits the Apache PSA Parties and the Fieldwood PSA Parties hereto respectively acknowledge are subject to the ongoing review and consent rights of the Consenting Creditors under the RSA (which consent has not yet been provided), and the Apache PSA Parties and Fieldwood PSA Parties agree that the FWE I Exhibits are subject to modification based on such review to be consistent with the Apache Term Sheet.

4. **Plan and Confirmation Order.** As provided in the RSA, provisions in the Plan and Confirmation Order that directly affect the structure of FWE I outlined in the Apache Term Sheet or the economic treatment of Apache remain subject to Apache’s review and must be in form and substance reasonably acceptable to Apache, and the Plan and Confirmation Order shall be in form and substance reasonably acceptable to the Debtors, the Requisite DIP Commitment Parties, and the Requisite FLTL Lenders at all times. To facilitate the implementation of the Apache Term Sheet and the Apache Definitive Documents pursuant to the Plan as contemplated in the RSA and the Apache Term Sheet, the Parties agree that subject to the negotiation of mutually agreeable definitive language, any order of the Bankruptcy Court confirming the Plan (the “**Confirmation Order**”) shall provide for the following:

(i) FWE shall pay up to \$5.5 million of reasonable and documented fees and expenses of Apache related to the formation of Fieldwood Energy I LLC (“**FWE I**”) and FWE’s restructuring, including the negotiation and preparation of the Apache Definitive Documents (collectively, the “**Apache Fees and Expenses**”); provided that amounts paid to Apache on

account of the Apache Fees and Expenses shall not be subject to disgorgement unless the transactions contemplated in the Apache Definitive Documents fail to close as a result of Apache's breach of the RSA.

(ii) The Prepetition FLFO Lenders, Prepetition FLTL Lenders, and Prepetition SLTL Lenders shall release (and/or cause the applicable administrative agent or collateral agent to release) all liens and encumbrances on, interests in, and claims against the Legacy Apache Properties (as defined in the Apache Term Sheet) and the other FWE I Assets (as defined in Part A of Schedule I to the Plan of Merger) and the Consenting Creditors shall release the Apache PSA Parties from any and all causes of action and claims of any kind related to the Legacy Apache Properties arising prior to the date of the Apache Term Sheet Implementation Agreement.

(iii) FWE's assets to be allocated to, possessed by, assumed by, and vested in FWE I and Fieldwood Energy III LLC ("**FWE III**"), respectively, pursuant to the transactions contemplated by and in accordance with the Plan of Merger (the "**Divisive Merger**"), including contracts, leases, oil and gas leases and assets constituting real property interests (including all fee surface interests in land, surface leases, easements, rights of way, servitudes, licenses, franchises, road, railroad, and other surface use permits or agreements), shall be (a) free and clear of (i) any right of consent, notice, and other similar rights, if any, that are applicable to the vesting of the assets in connection with the Divisive Merger (such rights, the "**Consent Rights**") and (ii) all preferential purchase rights, rights of first refusal, drag-along rights, tag-along rights, and other similar rights, if any, that are applicable to the vesting of the assets in connection with the Divisive Merger (such rights, the "**Preferential Purchase Rights**"), but (b) subject to and burdened by (x) the liabilities and obligations allocated to and vested in, respectively, FWE I or FWE III, as specified in the Plan of Merger, pursuant to the Divisive Merger (collectively, "**Allocated**

**Obligations**”) and (y) Permitted Post-Closing Liens (as defined in the Schedule of Defined Terms for Required Confirmation Order Provisions, attached hereto as **Exhibit B**).

(iv) Entities (as defined under section 101(15) of the Bankruptcy Code) or Parties that fail to timely file an objection are (a) forever barred from objecting to the allocation and vesting of the assets in connection with the Divisive Merger free and clear of all Consent Rights and Preferential Purchase Rights, and from asserting any alleged Consent Rights or Preferential Purchase Rights with respect to the Divisive Merger, and (b) deemed to consent to and approve the allocation and vesting of the assets free and clear of all Consent Rights and Preferential Purchase Rights, regardless of whether such consent must be in writing pursuant to the terms of any agreement.

(v) Subject to the Implementation Costs Cap (as defined below), FWE III shall, and shall cause its debtor affiliates in the above-captioned chapter 11 cases to, on the Effective Date, provide for the payment of any and all documentary, filing, recording, stamp, and registration fees, costs, taxes, and expenses (including all reasonable and documented attorneys’ fees and regulatory consultant fees) incurred or imposed after the Effective Time (as defined in the Plan of Merger) in connection with the filing of record by or on behalf of FWE I or GOM Shelf LLC of any instrument or instruments with the appropriate records office of any county, parish, state, federal, or other governmental unit (including BOEM) that may be required in connection with the implementation of the Divisive Merger or that either FWE I or GOM Shelf LLC determines in its respective sole discretion to be necessary or appropriate to reflect in the appropriate records of any governmental unit that as a result of the Divisive Merger (a) ownership of the FWE I Assets have been allocated to and are vested in FWE I (and to the extent appropriate to reflect ownership of the GOM Shelf Properties (as defined in the Plan of Merger) in GOM Shelf LLC), and (b) the

Allocated Obligations have been allocated to and vested in, and constitute liabilities and obligations of, FWE I and FWE III, respectively (collectively, the “**Implementation Costs**”). For the avoidance of doubt, the documentary, filing, recording, stamp, and registration fees of FWE I or GOM Shelf LLC, shall include such costs and expenses required to file or to cause to be filed of record in the records office, as determined by Apache to be appropriate, of any county, parish, state, federal, or other governmental unit (including BOEM) of the mortgages, security interests and similar security documentation as is contemplated by the Standby Loan Agreement and the Standby Credit Facility Documents to secure the obligations of FWE I and GOM Shelf LLC thereunder. Any Implementation Costs that exceed the Implementation Costs Cap shall be the sole responsibility of and paid for by FWE I.

(vi) Upon the Effective Date of the Plan, the Decommissioning Agreement shall be assumed, with the consent of the Apache PSA Parties, by the Fieldwood PSA Parties and, upon consummation of the transactions provided for in the Plan of Merger, become the obligation of FWE I. Any Cure Amounts payable as a result of assumption of the Decommissioning Agreement, which amount will be mutually agreed between the Parties prior to confirmation of the Plan and scheduled as a Cure Amount, shall include any amounts relating to the Apache Claims (including the Apache Trust A Claims and the Decommissioning Claims) and shall be paid into Trust A on the Effective Date or as soon as reasonably practicable thereafter but in no event later than ten (10) business days following the Effective Date. Payment of any mutually agreed Cure Amount as a result of assumption of the Decommissioning Agreement does not constitute an admission by any Party that a default exists or existed at any time under the Decommissioning Agreement.

(vii) Except for the rights and remedies to enforce (a) the Decommissioning Agreement against GOM Shelf LLC and FWE I following the Divisive Merger (which agreement



shall be allocated to FWE I and GOM Shelf LLC under the Divisive Merger), (b) the Plan, (c) the Confirmation Order, and (d) the obligations contemplated by the Apache Definitive Documents, the Apache PSA Parties shall be deemed Releasing Parties (as defined in the Plan) under the Plan and waive and release any and all pre-Effective Date claims of any kind (including, without limitation, the Apache Audit Claims, the Apache Trust A Claims and any claims that could qualify as administrative expense claims) against the Debtors, their estates and any other Released Party (as defined in the Plan), in all circumstances only to the extent such claims accrued on or prior to the Effective Date and only to the extent such releases do not impair the Decommissioning Security, or Apache's ability to draw on the Decommissioning Security in any respect. For the avoidance of doubt, any and all claims the Apache PSA Parties may have against FWE I related to the Decommissioning Agreement arising post-Effective Date and any security obtained, provided, or pledged in connection with the Decommissioning Agreement (the **"Decommissioning Security"**) will be preserved.

(viii) Except for the rights and remedies to enforce (a) the Decommissioning Agreement against the Apache PSA Parties following the Divisive Merger, (b) the Plan, (c) the Confirmation Order, and (d) the obligations contemplated by the Apache Definitive Documents, the Debtors shall waive and release any and all pre-Effective Date claims of any kind against the Apache PSA Parties, in all circumstances only to the extent such claims accrued on or prior to the Effective Date. For the avoidance of doubt, any and all claims FWE I may have against the Apache PSA Parties related to the Decommissioning Agreement arising post-Effective Date and the Decommissioning Security will be preserved.

(ix) With respect to all bonds and letters of credit constituting Decommissioning Security, all claims for premiums, fees, reimbursement, indemnification, or any other claims,

fixed, contingent, liquidated, unliquidated, or otherwise against the Debtors held by the companies issuing the bonds or letters of credit, shall neither be allocated to nor become the obligations of FWE I under the Plan of Merger. Notwithstanding the foregoing, all rights of the Apache PSA Parties with respect to such bonds and letters of credit shall be preserved as against such bonding companies and letter of credit issuers in all respects. The Debtors shall not terminate any bonds issued on behalf of the Debtors relating to the Legacy Apache Properties under which any federal, state or local governmental entity is an obligee.

(x) With respect to the agreements and memberships relating, in whole or in part, to well containment/control, clean-up of spills, or other pollution, or the gathering of data relating to certifications required to be made to a governmental unit with respect to the FWE I Assets (as defined in the Plan of Merger) or GOM Shelf Oil and Gas Properties (as defined in the Plan of Merger), to the extent any such agreements or memberships are also needed in respect to any Credit Bid Acquired Interests or FWE III Assets (as defined in the Plan of Merger) that are set forth on **Exhibit 23** hereto, then on or before the Effective Date, FWE shall obtain new agreements and membership for such use with respect to the Credit Bid Acquired Interests or FWE III Assets. With respect to any Excluded Contracts (as defined in the Plan of Merger), FWE shall, on or before the Effective Date, prepare and negotiate replacement agreements with the counterparties to such Excluded Contracts upon substantially the same terms as such Excluded Contracts which may be executed by FWE I immediately following the Effective Date.

(xi) The Fieldwood PSA Parties and the Apache PSA Parties may, by mutual agreement, amend and modify, without the consent of the Consenting Creditors, the forms of the agreements governing the terms of employment of the Independent Director (as defined in the Apache Term Sheet) of FWE I and of the “sole manager” (as that term is used in the Apache Term

Sheet) of FWE I (the “**Sole Manager**”), and the form of the agreement with the “service provider” (as that term is used in the Apache Term Sheet) of FWE I (the “**Contract Services Provider**”) to be included in the bid package for the Contract Services Provider (collectively, such forms of agreement comprise the “**Fieldwood I Administrative Documents**”).

(xii) The Bankruptcy Court (i) approves the Apache Definitive Documents and all transactions contemplated by the Apache Term Sheet Implementation Agreement, including the Plan of Merger and Standby Credit Facility Documents, and all actions to be taken, undertakings to be made, and obligations to be incurred by FWE I contemplated thereby; and (ii) following the consummation of the Plan of Merger, authorizes FWE I, without further notice to or action, order, or approval of this Bankruptcy Court and without the need for any further corporate or shareholder action, to enter into, deliver, and fully perform its obligations under the Apache Definitive Documents, including without limitation, the Standby Credit Facility Documents. Upon entry of the Confirmation Order, FWE I or the Sole Manager, as applicable, shall be authorized and empowered, without further approval of the Bankruptcy Court or any other party, to take such actions and perform such acts as may be necessary, convenient, desirable, or appropriate to execute and deliver the Apache Definitive Documents in accordance with the Plan and to execute and deliver all documents relating thereto and to perform all of their obligations thereunder. On the Effective Date, the Apache Definitive Documents shall constitute legal, valid, binding, and authorized obligations of FWE I, enforceable in accordance with their terms, and such obligations of FWE I shall not be enjoined or subject to discharge, impairment, release, avoidance, recharacterization, or subordination by FWE I or the Post-Effective Date Debtors (as defined in the Plan) under applicable law, the Plan, or the Confirmation Order. On the Effective Date, all liens granted pursuant to, or in connection with, the Apache Definitive Documents shall

be deemed granted by FWE I and/or GOM Shelf LLC, in each case, pursuant to the Apache Definitive Documents. On the Effective Date, all liens granted pursuant to, or in connection with Apache Definitive Documents, as applicable, (i) shall be valid, binding, perfected, enforceable liens and security interests in the property described in the applicable Apache Definitive Documents granted by FWE I and/or GOM Shelf LLC pursuant to the Apache Definitive Documents, as applicable, with the priorities established in respect thereof under applicable non-bankruptcy law and the Apache Definitive Documents, including, but not limited to, the Mortgages, Security Agreement or Standby Loan Agreement and (ii) shall not be enjoined or subject to discharge, impairment, release, avoidance, recharacterization, or subordination by FWE I and/or GOM Shelf LLC under applicable law, the Plan, or the Confirmation Order. For the avoidance of doubt, the liens granted to Apache pursuant to the Recharacterization Mortgages (as such term is defined in the Decommissioning Agreement, as amended from time to time, and as supplemented by the Recharacterization Mortgages) upon any recharacterization of the Trust A or Trust A-1 NPIs (as such terms are defined in the Decommissioning Agreement, as amended from time to time, and as supplemented by the Recharacterization Mortgages) shall be senior in all respects to any other liens.

5. **Implementation Costs Cap.** No later than twenty-one (21) days after the effective date of this Agreement (as such date may be extended upon mutual written consent by the Parties including via email), the Parties shall mutually agree in good faith on the estimated amount of Implementation Costs to be funded by the Debtors (such amount, the “**Implementation Costs Cap**”). In the event the Parties are unable to reach a mutual agreement as to the Implementation Costs Cap, the determination shall be submitted to and determined by the law firm of Geiger Laborde & Laperouse, LLC (the “**Referee**”). If the Referee shall be responsible for

determining the Implementation Costs Cap, each Party will be required to submit its respective estimate regarding the Implementation Costs Cap to the Referee. The Referee will then conduct its own investigation and issue its decision regarding the Implementation Costs Cap, where such amount shall not be (i) higher than the highest estimate submitted by a Party, or (ii) lower than the lowest estimate submitted by a Party. The Referee's decision shall be considered final and binding. Moreover, the Parties will each pay half of the total costs relating to the Referee's determination of the Implementation Costs Cap. The Apache PSA Parties' portion of such costs shall not be considered Apache Fees and Expenses.

6. **Fieldwood I Administrative Documents.** The documents below comprise the Fieldwood I Administrative Documents:

- (i) *Sole Manager Agreement.* Annexed hereto as **Exhibit 19.**
- (ii) *Independent Director Agreement.* Annexed hereto as **Exhibit 20.**
- (iii) *Form of Contract Services Agreement,* to be included in the bid package for the Contract Services Provider. Annexed hereto as **Exhibit 21.**

(a) Any waivers, amendments, or modifications made to the Fieldwood I Administrative Documents or any provisions contained therein shall be made by mutual agreement between the Fieldwood PSA Parties and the Apache PSA Parties without the consent of the Consenting Lenders.

7. **Termination of Agreement and Tolling of General Bar Date.**

(a) This Agreement shall terminate upon the earlier to occur of (i) the termination of the RSA and (ii) the termination of Apache as a party to the RSA. Upon termination of this Agreement, each Party shall be immediately released from its obligations, commitments, undertakings and agreements under or related to this Agreement; provided that in no event shall

any such termination relieve a Party from liability for its breach or non-performance of its obligations hereunder prior to the date of such termination.

(b) Notwithstanding the General Bar Date, the Parties agree that Apache shall not file a proof of claim against the Debtors on account of the Apache Claims until after the earliest to occur of the following (the date of the earliest to occur of the following, the “**Apache POC Filing Date**”): (i) the date that this Agreement is terminated, (ii) the date that FWE, without Apache’s express, written consent, files a plan of reorganization materially inconsistent with the RSA, the Apache Term Sheet, or the Apache Definitive Documents, (iii) the date that FWE’s chapter 11 case is converted to a case under chapter 7, and (iv) January 15, 2021 if the RSA has not been amended to modify or remove the requirement that Apache timely vote its Claims and Interests to accept the Plan contemplated by the RSA. Following the occurrence of the Apache POC Initial Filing Date, at any time within the period of thirty (30) days after the Apache POC Initial Filing Date, Apache shall have the right to file a proof of claim or proofs of claim against the Debtors on account of the Apache Claims. The terms of this paragraph 7(b) shall survive the termination of this Agreement.

8. **363 Credit Bid Transaction.** In the event the credit bid sale transaction to Credit Bid Purchaser (or another special purpose bidding entity formed by or at the direction of the Prepetition FLTL Lenders) is pursued pursuant to section 363 of the Bankruptcy Code as contemplated in the Plan (the “**363 Credit Bid Transaction**”), the Apache PSA Parties agree, consistent with their obligations under the RSA, to support and take reasonable actions to facilitate the 363 Credit Bid Transaction, and cooperate in good faith with Debtors, the Required DIP Lenders and Requisite FLTL Lenders to facilitate the 363 Credit Bid Transaction, including, without limitation, by making any amendments to the Apache Definitive Documents; provided



that no such actions shall require the Apache PSA Parties to alter the economics of the Apache Definitive Documents without the Apache PSA Parties' express written consent.

9. **Credit Bid Purchase Agreement Terms.**<sup>4</sup>

(a) The terms of the Credit Bid Purchase Agreement (or an alternative purchase and sale agreement conveying the Credit Bid Acquired Interests to a buyer) that relate to (i) the scope of Credit Bid Assumed Liabilities (including payables with respect to the Legacy Apache Properties and the Retained Properties) to be assumed by the buyer thereunder and any indemnities with respect thereto and (ii) the scope of receivables with respect to the Legacy Apache Properties to be assigned to the buyer and the obligations that may be imposed on FWE I with respect to the collection of such receivables ((i) and (ii), collectively, the "**Specified Credit Bid Terms**") shall be in form and substance acceptable to Apache and the Debtors.

(b) The Parties agree that the terms as set forth on **Exhibit 22** that relate to the Specified Credit Bid Terms are acceptable to Apache and the Debtors to address the Specified Credit Bid Terms in the Credit Bid Purchase Agreement (or an alternative purchase and sale agreement conveying the Credit Bid Acquired Interests to a buyer), and any terms contained in the Credit Bid Purchase Agreement (or an alternative purchase and sale agreement conveying the

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<sup>4</sup> The Consenting Creditors agreed under the Apache Term Sheet that "any outstanding accounts receivable and accounts payable associated with the Legacy Apache Properties as of the effective date of Fieldwood's plan of reorganization shall be retained by [Credit Bid Purchaser]." However, for the avoidance of doubt, any language in Paragraph 9 or Exhibit 22 of this Agreement that differs from, supplements, modifies or is otherwise inconsistent with the foregoing language in the Apache Term Sheet (including, without limitation, any language that relates to items that are not accounts payable associated with the Legacy Apache Properties as of the effective date of Fieldwood's plan of reorganization being retained by Credit Bid Purchaser or any language that relates to items that are accounts receivable associated with the Legacy Apache Properties as of the effective date of Fieldwood's plan of reorganization not being retained by Credit Bid Purchaser) has not been agreed to by the Consenting Creditors, and the Consenting Creditors reserve all rights with respect to any such difference, supplement, modification or inconsistency.

Credit Bid Acquired Interests to a buyer) that relate to the Specified Credit Bid Terms, other than as set forth on Exhibit 22, must be in form and substance acceptable to Apache and the Debtors.

10. **Transfer of Retained Properties.** Notwithstanding anything to the contrary herein, any Retained Properties transferred to Credit Bid Purchaser (or another special purpose bidding entity formed by or at the direction of the Prepetition FLTL Lenders) in a credit bid sale transaction shall be conveyed in accordance with the Decommissioning Agreement. Any amounts payable to Trust A on account of such transfer shall be the obligation of FWE I. Apache agrees to work with FWE and the Trust A trustee to obtain the required releases from Trust A and conveyances of such interest to Credit Bid Purchaser in connection with this transfer.

11. **Effectiveness; Counterparts.** This Agreement shall become effective and binding upon each Party upon the execution and delivery by such Party of an executed signature page hereto and shall become effective and binding on all Parties on the date when all Parties have executed and delivered a signature page hereto. This Agreement may be executed in several counterparts, each of which shall be deemed to be an original, and all of which together shall be deemed to be one and the same agreement. Execution copies of this Agreement may be delivered by electronic mail, or otherwise, which shall be deemed to be an original for the purposes of this paragraph.

12. **Governing Law; Jurisdiction; Waiver of Jury Trial.** To the maximum extent permitted by applicable law, this Agreement is governed by and is to be construed in accordance with the internal laws of the State of Texas, without giving effect to any principles of conflicts of law thereunder that would result in the application of the laws of any other jurisdiction. Each Party irrevocably agrees that any legal action, suit, or proceeding arising out of or relating to this Agreement brought by any party or its successors or assigns shall be brought and determined

in the Bankruptcy Court and each Party hereby irrevocably submits to the exclusive jurisdiction of the Bankruptcy Court, and if the Bankruptcy Court does not have (or abstains from) jurisdiction, Courts of the State of Texas and of the United States District Court of the Southern District of Texas, and any appellate court from any thereof, for itself and with respect to its property, generally and unconditionally, with regard to any such proceeding arising out of or relating to this Agreement. Each Party further agrees that notice as provided herein shall constitute sufficient service of process and the Parties further waive any argument that such service is insufficient. Each Party hereby irrevocably and unconditionally waives, and agrees not to assert, by way of motion or as a defense, counterclaim or otherwise, in any proceeding arising out of or relating to this Agreement, (a) any claim that it is not personally subject to the jurisdiction of the Bankruptcy Court as described herein for any reason, (b) that it or its property is exempt or immune from jurisdiction of such court or from any legal process commenced in such court (whether through service of notice, attachment prior to judgment, attachment in aid of execution of judgment, execution of judgment, or otherwise) and (c) that (1) the proceeding in such court is brought in an inconvenient forum, (2) the venue of such proceeding is improper, or (3) this Agreement, or the subject matter hereof, may not be enforced in or by such court. EACH OF THE PARTIES HERETO HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY ACTION OR PROCEEDING ARISING OUT OF RELATING TO THIS AGREEMENT. EACH PARTY CERTIFIES THAT NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER.

13. **Notices.** All notices hereunder shall be deemed given if in writing and delivered, if contemporaneously sent by electronic mail, courier or by registered or certified mail (return receipt requested) to the following addresses:

(1) If to the Fieldwood PSA Parties, to:

Fieldwood Energy LLC  
2000 W. Sam Houston Parkway S., Suite 1200  
Houston, Texas 77042  
Attention: Thomas R. Lamme

With a copy to:

Weil, Gotshal & Manges LLP  
767 Fifth Avenue  
New York, NY 10153  
Attention: Matt Barr, Esq. (matt.barr@weil.com)  
Alfredo Pérez, Esq. (alfredo.perez@weil.com)  
Jessica Liou, Esq. (jessica.liou@weil.com)

(2) If to the Apache PSA Parties, to:

Apache Corporation  
2000 Post Oak Boulevard, Suite 100  
Houston, Texas 77056-4400  
Attention: Anthony Lannie and Brett Cupit

With a copy to:

Hunton Andrews Kurth LLP  
600 Travis Street  
Suite 4200  
Houston, Texas 77002  
Attention: Robin Russell, Esq. (RRussell@andrewskurth.com)  
Catherine Diktaban, Esq. (CDiktaban@hunton.com)

14. **Amendments.** Neither this Agreement nor any provision hereof may be waived, amended, or modified **except** pursuant to an agreement or agreements in writing entered into by the Fieldwood PSA Parties and the Apache PSA Parties.

*[Signature Pages to Follow]*

**IN WITNESS WHEREOF**, the undersigned Parties have executed this First Amended Implementation Agreement as of the effective date of this Agreement.

FIELDWOOD ENERGY LLC,  
a Delaware limited liability company

By: Thomas R. Lamme

Name: Thomas R. Lamme

Title: Senior Vice President and  
General Counsel


GOM SHELF LLC,  
a Delaware limited liability company

By: Thomas R. Lamme


Name: Thomas R. Lamme

Title: Vice President

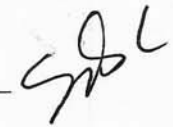
APACHE CORPORATION

By: Ben C. Rodgers   
Name: Ben C. Rodgers  
Title: Senior Vice President, Treasurer and  
Marketing and Midstream

APACHE SHELF, INC.


By: Ben C. Rodgers   
Name: Ben C. Rodgers  
Title: Senior Vice President and Treasurer

APACHE DEEPWATER LLC

By: Ben C. Rodgers   
Name: Ben C. Rodgers  
Title: Senior Vice President and Treasurer



APACHE SHELF EXPLORATION LLC

By: Ben C. Rodgers 

Name: Ben C. Rodgers

Title: Senior Vice President and Treasurer

**Exhibit A**

**The “Apache Term Sheet”**

VIA EMAIL

July 31, 2020

P. Anthony Lannie  
Executive Vice President and General Counsel  
Apache Corporation  
2000 Post Oak Boulevard, Suite 100  
Houston, Texas 77056-4400

Re: *Legacy Apache Properties Term Sheet*

Dear Mr. Lannie:

Attached as Exhibit A is the agreed upon term sheet dated July 31, 2020, by and between Fieldwood Energy LLC and certain of its affiliates (collectively, the “**Fieldwood PSA Parties**”) and Apache Corporation and certain of its affiliates (collectively, the “**Apache PSA Parties**” and, together with the Fieldwood PSA Parties, the “**Parties**”) supporting the restructuring of the portion of the Fieldwood PSA Parties’ business relating to certain assets described therein as the “Legacy Apache Properties” (the “**Legacy Apache Properties Term Sheet**”).

By executing this letter agreement, each of the undersigned Parties agrees (i) to work to implement the terms of the Legacy Apache Properties Term Sheet in accordance therewith and (ii) (upon Fieldwood’s payment of the retainers to Apache’s attorneys and advisors in the amounts submitted to Fieldwood’s outside counsel and subject to review and reasonable satisfaction with the restructuring term sheet to be attached to the restructuring support agreement) to execute and support a restructuring support agreement in a final form reasonably acceptable to Apache and consistent in all respects with the terms of the Legacy Apache Properties Term Sheet.

The Parties may execute and deliver this letter agreement by electronic reproduction and in multiple counterparts, each of which shall constitute an original and all of which shall be one and the same document. This letter agreement shall be governed by the laws of the State of Texas without regard to any choice of law principles.

Regards,



Thomas R. Lamme

Enclosure

cc: Michael T. Dane  
Senior Vice President and Chief Financial Officer

IN WITNESS WHEREOF, the undersigned Parties have executed this letter agreement as of the date first written above.

**FIELDWOOD ENERGY LLC**

By: Thomas R. Lamme  
Name: Thomas R. Lamme  
Title: Senior Vice President and General Counsel

**GOM SHELF LLC**

By: Thomas R. Lamme  
Name: Thomas R. Lamme  
Title: Vice President

Name: P. Anthony Lannie

Title: ~~Executive Vice President and General Counsel~~

**APACHE SHELF, INC.**

Name: P. Anthony Lannie

Title: Executive Vice President and General Counsel

APACHE ~~DEEP~~ WATER LLC

Name: P. Anthony Lannie

Title: Executive Vice President and General Counsel

## Exhibit A

### Term Sheet for Fieldwood Energy LLC Restructuring

#### Summary of Principal Terms

<b>Entity Owning Legacy Apache Properties Post-Confirmation</b>	<p>All oil and gas assets conveyed by Apache Corporation (“Apache”) and certain of its affiliates (collectively, the “Apache PSA Parties”) in favor of Fieldwood Energy LLC (“Fieldwood” or “debtor”) and certain of its affiliates (collectively, the “Fieldwood PSA Parties”) pursuant to that Purchase and Sale Agreement dated as of July 18, 2013 between the Apache PSA Parties and the Fieldwood PSA Parties (as amended, “PSA”), plus all leases, wells, fixtures, equipment, permits, ONRR royalty and other deposits, decommissioning bonds with third parties relating to previously sold assets, decommissioning bonds posted by Fieldwood on Legacy Apache Properties, inventory, facilities, easements, pipelines, and related property associated therewith, less and except any such assets sold, assigned, decommissioned, or otherwise disposed of by Fieldwood to third parties or otherwise prior to the date of this Term Sheet or as contemplated in this Term Sheet, and not including the Retained Properties (defined below) (collectively, the “Legacy Apache Properties”) shall be owned post-confirmation by a Reorganized Fieldwood unless a different entity is created in accordance with the section entitled “Assumption of Obligations” below (this portion of the business of the Reorganized Fieldwood being referred to hereinafter as “Fieldwood I”). Any outstanding accounts receivable and accounts payable associated with the Legacy Apache Properties as of the effective date of Fieldwood’s plan of reorganization shall be retained by Fieldwood II (defined below), and any accounts receivable and accounts payable accruing after the effective date of Fieldwood’s plan of reorganization shall accrue to the benefit or obligation of Fieldwood I. Fieldwood I will retain BOEM Operator numbers and Qualification cards for Fieldwood and Fieldwood’s affiliate GOM Shelf LLC.</p> <p>Fieldwood I shall (i) have no assets or liabilities upon confirmation other than the Legacy Apache Properties and operational liabilities, including plugging and abandonment and decommissioning liabilities relating to the Legacy Apache Properties and certain assets described under “Additional Initial Funding Sources” and “Assumption of Obligations” below, (ii) be a bankruptcy remote business entity with a governance structure which is consistent with the business goals of the parties outlined herein (which includes an independent director or manager whose vote is needed to approve major decisions such as bankruptcy, receivership, liquidation, mergers, and consolidations, and removal and appointment (after the initial appointment) of the sole manager and service provider described below (the “Independent Director”)), (iii) not be a reporting entity for SEC purposes, (iv) as of the confirmation date, not create a variable interest entity that Apache is required to consolidate, and (v) is structured in a tax efficient manner within the constraints of the criteria set forth in items (i) through (iv) above. To the extent it will accomplish the goals of the parties outlined herein and is otherwise allowed by applicable law, Fieldwood I and the holder of Fieldwood’s other assets not sold during the pendency of the Chapter 11 cases (“Fieldwood II”) may be created by a divisional merger of Fieldwood under applicable state law upon the confirmation of Fieldwood’s plan of reorganization.</p>
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<b>Management of Fieldwood I</b>	<p>Fieldwood I will not have employees other than a sole manager. Apache and debtor shall each provide the other with a list of three candidates with a minimum of five (5) years of relevant experience in the energy sector. If one or more names appear on both lists, then the debtor will select the initial sole manager of Fieldwood I from those common name(s). If there are no common names, then each shall have the right to strike two names from the other party's list and the bankruptcy judge shall select the sole manager from the two remaining names (one from each list). In the event the sole manager must be removed (which shall require Apache's consent) and/or replaced or resigns or otherwise no longer serves, then the foregoing procedure will be repeated (except that the Independent Director will replace the bankruptcy court and Fieldwood I will replace the debtor for that purpose).</p> <p>The initial Independent Director shall be appointed by the debtor and shall be a natural person who is not and, for the prior five years has not been, a director, officer, employee, trade creditor, or shareholder (or spouse, parent, sibling, or child of the foregoing) of Fieldwood, any affiliate of Fieldwood, or any lender to Fieldwood (a "Qualified Person"), and shall be an individual provided by Citadel SPV, Global Securitization Services, LLC, Corporation Service Company, CT Corporation, Lord Securities Corporation, Wilmington Trust Company, or, if none of those companies is then providing professional independent managers, another nationally-recognized company selected by Fieldwood with Apache's consent (the "Approved List") and approved by the bankruptcy court. The Independent Director may not be removed, except with Apache's consent. If the Independent Director is removed, resigns, or otherwise ceases to serve, then Fieldwood I shall select another Independent Director who is a Qualified Person from the Approved List.</p> <p>The limited liability agreement will specify that the sole manager will have the right to control the business and operations of Fieldwood I at all times prior to the completion of the decommissioning of the Legacy Apache Properties owned by Fieldwood I, subject to compliance with the following covenants which can only be waived with Apache's consent:</p> <ol style="list-style-type: none"> <li>1. Fieldwood I shall not have any business or operations other than operating the Legacy Apache Properties and decommissioning them;</li> <li>2. Fieldwood I shall not purchase, sell, or farm-in any asset;</li> <li>3. Except in compliance with item 4 immediately below, Fieldwood I shall not farm-out any asset;</li> <li>4. If anyone makes an unsolicited proposal to farm in to any of the Legacy Apache Properties on fair market terms and conditions (including fair market rates of return), then Fieldwood I shall be obligated to market such farm-in opportunity and accept the highest and best offer for such farm-in opportunity as long as the transaction is accretive to Fieldwood I cashflow;</li> <li>5. Fieldwood I shall not incur indebtedness for borrowed money other than under the Standby Facility (defined below);</li> <li>6. Fieldwood I shall not use its free cash flow (after operating expenses) for any purposes other than fulfilling its obligations to Apache under the</li> </ol>
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## Apache / Fieldwood Restructuring Term Sheet

	<p>Decommissioning Agreement (defined below) and the Standby Facility (defined below) until those obligations have been satisfied in full;</p> <p>7. Fieldwood I shall not amend its bylaws, limited liability agreement, or other organizational documents, and any effort to do so shall be ineffective for any purpose;</p> <p>8. Fieldwood I shall not engage in any activity or take any action outside the ordinary course of business; and</p> <p>9. Fieldwood I shall not dissolve, liquidate, or merge or consolidate with any other entity.</p>
<b>Employee Matters</b>	<p>Fieldwood shall provide Apache with a list of certain employees involved in the operation and management of the Legacy Apache Properties no later than one month after finalizing definitive documentation for the transactions reflected in this Term Sheet and shall make such employees available on a mutually agreed timeline to be interviewed by Apache for potential employment by Apache following the consummation of the Fieldwood I transaction. Apache shall have no obligation to hire any such employees.</p> <p>Fieldwood is willing to consider assigning all or a portion of its existing decommissioning business, including separate P&amp;A equipment and spreads, to Apache in connection with mutually agreeable resolution of Fieldwood I terms and based on Fieldwood II's residual business post-restructuring. Consummation of the transaction outlined herein shall not be conditioned on Apache's potential acquisition of such decommissioning business.</p>
<b>Operations and Decommissioning Activities</b>	<p>Fieldwood I shall hire an independent third-party service provider to perform all operations and decommissioning on behalf of Fieldwood I. The work to be performed by the independent service provider shall be bid out to not less than three (3) qualified candidate service providers, each with a minimum of five (5) years of relevant experience. The qualified bidder who bids the lowest price and best terms, in view of relevant experience, shall be selected as the initial service provider. To facilitate the transition process prior to selection of such service provider, upon the effectiveness of the plan of reorganization, Fieldwood I will enter into a transition services agreement with Fieldwood II to provide operational services for Fieldwood I and the initial service provider. Such transition services agreement may be terminated by Fieldwood I at any time. In the event the service provider must be removed (which may be done by the sole manager, but only with Apache's consent) and/or replaced or otherwise no longer serves, then the sole manager shall again bid out the work in accordance with the procedures outlined hereinabove. No later than 45 days after the Chapter 11 filing date (the "Petition Date"), Fieldwood may select with Apache's consent, which consent may be withheld by Apache in its sole discretion, certain properties (the "Retained Properties") for which Fieldwood II or its successors shall retain operatorship or ownership and operatorship.<sup>1</sup> Properties set forth on <u>Schedule A</u>, attached hereto, constitute the agreed-upon Retained Properties as of the date of this Term Sheet. With regard to ST 308 (identified as a Retained Property on <u>Schedule A</u>),</p>

<sup>1</sup> Properties comprise fields, onshore and offshore facilities, inventory, shore bases, and other assets in which Fieldwood has acquired an incremental working interest separate from the Apache acquisition or have an operational relationship to other Fieldwood properties and which will be operated by or owned and operated by the Fieldwood II or the Fieldwood deepwater business.

	<p>Fieldwood's interest in such property will be transferred to, or allocated through the divisional merger, and owned and operated by the party who owns the deepwater Katmai project upon effectiveness of Fieldwood's plan of reorganization, and the owner of such property shall provide Fieldwood I with a surety bond in a form acceptable to Fieldwood I securing the decommissioning obligations for the ST 308 lease and associated ROW(s) in the amount of \$13.2 million. With regard to VR 78 and VR 362/371 (each identified as a Retained Property on <u>Schedule A</u>), Fieldwood's interest in such properties will remain with Fieldwood II and be owned and operated by Fieldwood II, and Fieldwood II shall assume the decommissioning obligations with respect to those properties. With regard to the four properties listed on <u>Schedule A</u> as "Operatorship" in which ownership will be retained by Fieldwood I, a joint operating agreement reasonably satisfactory to Apache will be put in place (or amended) which provides that Fieldwood I as non-operator will have the right to opt in or out of participation in any future capital spending or project related to a work-over or recompletion of an existing well on the property or the drilling of a new well on the property (a "New Project"). If Fieldwood I elects not to participate in accordance with the applicable joint operating agreement, Fieldwood II as Operator may fund (and, if so, it will indemnify Fieldwood I against costs and liabilities associated with) such New Project as an exclusive (sole risk) operation giving Fieldwood II sole right and obligation to any and all risk, costs, liabilities, downside, and upside from such New Project. Fieldwood I shall retain all of its rights and obligations relating to the property other than those rights and obligations created by the New Project. Services provided by Fieldwood II under such JOA will be billed to Fieldwood I at Fieldwood II's actual costs without any actual or allocated overhead or additional G&amp;A charges.</p> <p>Services provided by Apache or its third-party contractors to Fieldwood I will be billed to Fieldwood I at Apache's cost and according to typical industry practices under a joint operating agreement.</p>
<b>Right to Fund Capital Expenditures</b>	<p>Apache will have the right, but not the obligation, to fund any future capital expenditures related to projects forecast to increase production or cash flow on the Legacy Apache Properties ("Approved CapEx") upon terms and conditions mutually agreed between Apache and Fieldwood I.</p> <p>At confirmation, to the extent it is formed or the equivalent entity exists, Fieldwood II and Fieldwood I will enter into a Joint Development Agreement ("JDA") whereby Fieldwood II has the right for two years to present capital projects to Fieldwood I relating to Legacy Apache Properties, which will give Fieldwood I, in Fieldwood I's sole discretion, the option to participate or decline participation under terms mutually agreed and set forth in the JDA. Also, if Fieldwood I intends to decommission a property that was producing at the time Fieldwood I was created, upon notice, Fieldwood II will have the option for a period of time to be agreed on by the parties to request to take over (in the form of participation or conveyance to Fieldwood II) such property in accordance with terms set forth in the JDA. Such request may be accepted or rejected by Fieldwood I in its sole discretion.</p>

<b>Initial Capitalization</b>	Fieldwood shall deposit into Fieldwood I an amount equal to \$50 million minus the actual post-petition decommissioning spend by Fieldwood on the Legacy Apache Properties.
<b>Additional Initial Funding Sources</b>	<p>In addition to Fieldwood's contribution above, Fieldwood I will be capitalized and funded as follows:</p> <ol style="list-style-type: none"> <li>1) Any and all funds in Trust A shall be made available as described under "Assumption of Obligations" below and</li> <li>2) Cash flow from the Legacy Apache Properties shall be reinvested and used for decommissioning activities, to fund Approved CapEx, and to repay amounts outstanding, if any, under the Standby Facility.</li> </ol>
<b>Assumption of Obligations</b>	<p>Fieldwood I shall continue to be responsible for all of Fieldwood's obligations under the Decommissioning Agreement dated as of September 30, 2013 among the Apache PSA Parties and the Fieldwood PSA Parties (as amended, the "Decommissioning Agreement") and the PSA, including all related contracts, and all contracts relating to insurance, surety bonds, letters of credit, and other decommissioning security assets and all other obligations relating to the Legacy Apache Properties (except to the extent reimbursement or indemnification obligations with respect to the surety bonds and letters of credit are discharged through the bankruptcy), but shall not be responsible for any other obligations of Fieldwood related to its other assets. However, if Fieldwood I is created in a manner other than a divisional merger and is not a residual entity from Fieldwood, Fieldwood I shall assume the same obligations described in the immediately preceding sentence, and Fieldwood and Apache will agree on a structure to complete the formation transaction consistent with the intent of this Term Sheet; provided that all necessary consents can be obtained in order to preserve all material rights of Apache under the material contracts described above, including the letters of credit and bonds issued to Apache in support of the Decommissioning Agreement. If the plan of reorganization confirmed by the bankruptcy court and the definitive documents contemplated herein are consistent with the terms herein unless otherwise agreed and grant Apache all the rights and protections provided for in this Term Sheet unless otherwise agreed, then Apache will waive any claims against the debtor based on any alleged prepetition breach of the Decommissioning Agreement or any related agreement and shall release any and all claims against the debtors and all other released parties under Fieldwood's plan of reorganization (and such releases shall be mutual with Apache benefiting as a released party under the plan) but only to the extent such releases do not impair the Decommissioning Security, or Apache's ability to draw on the Decommissioning Security, in any respect.</p> <p>If (i) Fieldwood I defaults on its decommissioning obligations under the Decommissioning Agreement, (ii) any governmental authority or any other Person or entity seeks to cause Apache or its Affiliates to conduct decommissioning that is required in accordance with applicable Law or contract, and (iii) Apache conducts the decommissioning, it shall be done in a manner that entitles Apache to draw on cash in Trust A, the letters of credit, and the bonds currently outstanding, totaling approximately \$736 million (the "Decommissioning Security") in reimbursement of such advances. Apache shall</p>



## Apache / Fieldwood Restructuring Term Sheet

	<p>be entitled to draw at any time prior to completion of decommissioning of the Legacy Apache Properties should certain letters of credit or bonds of the Decommissioning Security not be renewed in a manner consistent in all respects with the existing terms of such letters of credit or bonds, and, if drawn in such manner, such funds shall be contributed to Trust A. Fieldwood I shall take any action reasonably requested by Apache to entitle Apache to draw on the Decommissioning Security as contemplated in this Term Sheet and shall not take any position in any proceeding or otherwise inconsistent with Apache's ability to draw on the Decommissioning Security.</p>
<b>Standby Facility</b>	<p>After the Decommissioning Security has been exhausted or is not available to pay or reimburse Apache for decommissioning, Fieldwood I will have the right to borrow from Apache the funds required to perform decommissioning on the Legacy Apache Properties via a line of credit (the "Standby Facility").</p> <p>The Standby Facility shall have a first lien on all the assets of Fieldwood I. Cash advanced shall earn interest at 400 basis points (4% per annum) over the interest rate of Apache's then most recently issued bonds. All principal and interest will be paid in cash from the first available free cash flow of Fieldwood I following each loan. Additional customary terms and conditions TBD. The first lien shall also secure Fieldwood I's obligations to Apache under the Decommissioning Agreement.</p> <p>The Standby Facility shall mature at completion of all decommissioning activities.</p>
<b>Beneficiaries of the Fieldwood I</b>	<p>Fieldwood has the right to designate who shall receive ownership interests entitling the holder to any assets remaining in Fieldwood I after decommissioning is complete and the Standby Facility is repaid. Such interests may be distributed by Fieldwood (consistent with the rules of priority and as may be negotiated under the plan) upon confirmation of Fieldwood's plan of reorganization or as otherwise agreed thereafter but shall thereafter be non-transferable on the books and records of Fieldwood I, it being the goal of all parties that Fieldwood I will not be a reporting entity for SEC purposes and such ownership interests in Fieldwood I shall not be registered or traded on any exchange. Apache understands and agrees that the restructuring transactions currently contemplated by the RSA (defined below) do not provide for the DIP Lenders or the pre-petition FLTL Lenders becoming beneficial owners of Fieldwood I.</p>
<b>Fieldwood's Plan of Reorganization</b>	<p>Apache will support a Fieldwood Chapter 11 plan of reorganization which provides for the Fieldwood I structure outlined herein and will execute a restructuring support agreement ("RSA") consistent with the terms herein evidencing same. The RSA shall provide that Apache shall have consent rights over all definitive documents related to the Fieldwood I structure outlined herein, and over the portions of the plan of reorganization and the confirmation order that provide for and approve the Fieldwood I structure outlined herein. The RSA shall contain customary termination rights.</p>
<b>Post-Petition Decommissioning Activity</b>	<p>The DIP Budget shall provide Fieldwood with reasonable funds to accomplish the following during the pendency of the Chapter 11 cases, as it pertains to the Legacy Apache Properties:</p>

## Apache / Fieldwood Restructuring Term Sheet

	<ol style="list-style-type: none"> <li>1) Maintain and operate the properties as a reasonably prudent operator in the ordinary course of business,</li> <li>2) Maintain all of the assets in their current condition, subject to the Post-Petition Decommissioning Budget (defined below), and insurance upon such assets in amounts and kinds comparable to pre-petition coverage, and</li> <li>3) Perform decommissioning activities consistent with the Decommissioning Agreement in accordance with a budget agreed to in advance between Fieldwood and Apache (the "Post-Petition Decommissioning Budget"), the total amount of which budget shall not be greater than \$50 million during the pendency of the case, assuming an emergence by March 31, 2021. In the event of emergence later than March 31, 2021, Fieldwood and Apache shall (i) work in good faith to agree upon an extended Post-Petition Decommissioning Budget and (ii) in such event, if (a) Fieldwood has insufficient operating income from the Legacy Apache Properties to perform any required decommissioning within respect to any Legacy Apache Property, after mutually agreed upon capital expenditures, and (b) any governmental authority or any other Person or entity causes Apache or its Affiliates to conduct decommissioning that is required in accordance with applicable Law or contract, then Apache will conduct or cause to be conducted such decommissioning in accordance with the terms of the Decommissioning Agreement.</li> </ol>
<b>Expense Reimbursement</b>	Fieldwood will pay up to \$4,000,000 of reasonable and documented fees and expenses of Apache related to the formation of Fieldwood I and Fieldwood's restructuring; provided that such fees and expenses shall only be payable so long as Apache is a party to the RSA.
<b>Other Matters</b>	<p>Briarlake office sublease to be renegotiated (i) to reflect current market rates for remainder of sublease term; and (ii) to reflect reduced square-footage consistent with the scale and business functions of Fieldwood II or its successors as a result of the Chapter 11 plan of reorganization).</p> <p>Fieldwood and Apache shall negotiate mutually agreeable definitive documentation for the transactions reflected in this Term Sheet within 45 days of the Petition Date. Additionally, Apache acknowledges and agrees that the definitive documentation implementing the transactions contemplated under this Term Sheet shall be subject to approval of holders of consent rights as set forth in the RSA, including certain DIP and FLTL Lenders consent rights, which approval shall not be unreasonably withheld, it being understood that good faith negotiations with respect to matters not addressed in this Term Sheet shall not be considered unreasonably withholding approval.</p>
<b>Effectiveness</b>	The transactions contemplated by this Term Sheet, and as set forth in definitive documentation, shall (i) require that the Decommissioning Agreement and related agreements will not be rejected by the debtor during the Chapter 11 case, and such obligations shall be allocated to, and remain the obligations of, Fieldwood I upon



Apache / Fieldwood Restructuring Term Sheet

	the consummation of the plan and the divisional merger contemplated herein, (ii) preserve all Apache's rights with respect to Trust A, the net profits interests, and the letters of credit and bonds issued to Apache under the Decommissioning Agreement, and (iii) become effective on the consummation of Fieldwood's plan of reorganization.
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**Schedule A: Retained Properties**

<b>Field</b>	<b>Classification</b>
ST 308	Ownership and Operatorship
GI 110/116	Operatorship
GI 43	Operatorship
ST 53/67/68	Operatorship
MC 109	Operatorship
VR 78	Ownership and Operatorship
VR 362/371	Ownership and Operatorship

**Exhibit 1**

**Certificate of Conversion (DE) (FWE)**

**STATE OF DELAWARE  
CERTIFICATE OF CONVERSION  
FROM A DELAWARE LIMITED LIABILITY COMPANY  
TO A NON-DELAWARE ENTITY  
PURSUANT TO SECTION 18-216 OF  
THE LIMITED LIABILITY COMPANY ACT**

1.) The name of the Limited Liability Company is \_\_\_\_\_  
Fieldwood Energy LLC.

(If changed, the name under which it's certificate of formation was originally  
filed: \_\_\_\_\_)

2.) The date of filing of its original certificate of formation with the Secretary of  
State is 11/5/2012.

3.) The jurisdiction in which the business form, to which the limited liability company  
shall be converted, is organized, formed or created is Texas.

4.) The conversion has been approved in accordance with this section;

5.) The limited liability company may be served with process in the State of Delaware in  
any action, suit or proceeding for enforcement of any obligation of the limited liability  
company arising while it was a limited liability company of the State of Delaware, and  
that it irrevocably appoints the Secretary of State as its agent to accept service of process  
in any such action, suit or proceeding.

6.) The address to which a copy of the process shall be mailed to by the Secretary of State  
is

CAPITOL CORPORATE SERVICES, INC.  
206 E. 9TH STREET, SUITE 1300 AUSTIN, TX 78701

In Witness Whereof, the undersigned have executed this Certificate of Conversion on this  
\_\_\_\_\_ day of \_\_\_\_\_, A.D. \_\_\_\_\_.

By: \_\_\_\_\_  
Authorized Person

Name: \_\_\_\_\_  
Print or Type

**Exhibit 2**

**Certificate of Conversion (TX) (FWE)**

**STATE OF TEXAS  
CERTIFICATE OF CONVERSION  
OF A  
DELAWARE LIMITED LIABILITY COMPANY  
TO A  
TEXAS LIMITED LIABILITY COMPANY**

This Certificate of Conversion (this “Certificate”), dated as of [●], 2021, has been duly executed and is being filed by Fieldwood Energy LLC, a Delaware limited liability company, to convert to Fieldwood Energy LLC, a Texas limited liability company under Section 10.102 of the Texas Business Organizations Code (the “TBOC”).

1. The name of the converting entity is Fieldwood Energy LLC, a Delaware limited liability company (the “Converting Entity”).
2. The jurisdiction of formation of the Converting Entity is the State of Delaware and the date of formation of the Converting Entity is November 5, 2012.
3. The Converting Entity is converting from a limited liability company formed under the laws of the State of Delaware to a Texas limited liability company formed under the laws of the State of Texas. The name of the Texas limited liability company is “Fieldwood Energy LLC” (the “Company”).
4. The file number issued to the Converting Entity by the Secretary of State is 0801715506.
5. The plan of conversion (the “Plan”) as required under Section 10.103 of the TBOC is attached hereto as Exhibit A.
6. The Certificate of Formation of the Company is attached to the Certificate of Conversion as Exhibit A to the Plan.
7. The Plan has been approved as required by the laws of the jurisdiction of formation and the governing documents of the Converting Entity.
8. The Company will be responsible for the payment of any required franchise taxes of the Converting Entity.
9. This document shall become effective upon its acceptance and filing by the Secretary of State of the State of Texas.



IN WITNESS WHEREOF, the undersigned has executed this Certificate as of the date first above written.

FIELDWOOD ENERGY LLC

By: \_\_\_\_\_

Name: [●]

Title: [●]

**Exhibit A**

**Plan of Conversion**

See attached.

**Exhibit 3**

**Plan of Conversion (TX) (FWE)**

**PLAN OF CONVERSION  
OF  
Fieldwood Energy LLC  
(a Delaware limited liability company)  
INTO  
Fieldwood Energy LLC  
(a Texas limited liability company)**

Adopted on [●], 2021

Pursuant to the provisions of Section 18-216 of the Delaware Limited Liability Company Act and Section 10.103 of the Texas Business Organizations Code, Fieldwood Energy LLC, a Delaware limited liability company ("Fieldwood"), hereby adopts the following Plan of Conversion:

1. The name of the converting entity is "Fieldwood Energy LLC", a Delaware limited liability company, and the name of the converted entity is "Fieldwood Energy LLC", a Texas limited liability company (the "Company").
2. Fieldwood is continuing its existence in the organizational form of a Texas limited liability company.
3. The Company is to be a limited liability company under the laws of the State of Texas.
4. 100% of the membership interests of Fieldwood outstanding immediately prior to the conversion shall by virtue of the conversion and without any action on the part of the holders thereof, automatically be converted into 100% of the issued and outstanding membership interests of the Company.
5. The conversion shall become effective upon (a) the filing and acceptance of a Certificate of Conversion with the Secretary of State of the State of Texas and (b) the filing and acceptance of a Certificate of Conversion with the Secretary of State of the State of Delaware.
6. The Company will be responsible for the payment of all fees and franchise taxes and will be obligated to pay such fees and taxes if they are not timely paid.
7. Attached as Exhibit A to this Plan of Conversion is the Texas Certificate of Formation of the Company.
8. The Plan of Conversion has been approved as required by the laws of the Corporation's jurisdiction of formation and governing document.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the undersigned has executed this Plan of Conversion as of the date first written above.

**FIELDWOOD ENERGY LLC**

By: \_\_\_\_\_  
Name: [•]  
Title: [•]

**EXHIBIT A**  
**CERTIFICATE OF FORMATION**

*See attached.*

**Exhibit 4**

**Certificate of Formation (TX) (FWE)**



**Form 205  
(Revised 05/11)**

Submit in duplicate to:  
 Secretary of State  
 P.O. Box 13697  
 Austin, TX 78711-3697  
 512 463-5555  
 FAX: 512 463-5709  
**Filing Fee: \$300**



This space reserved for office use.

## Certificate of Formation Limited Liability Company

### Article 1 – Entity Name and Type

The filing entity being formed is a limited liability company. The name of the entity is:

FIELDWOOD ENERGY LLC

The name must contain the words “limited liability company,” “limited company,” or an abbreviation of one of these phrases.

### Article 2 – Registered Agent and Registered Office

(See instructions. Select and complete either A or B and complete C.)

☒ A. The initial registered agent is an organization (cannot be entity named above) by the name of:

CAPITOL CORPORATE SERVICES, INC.

OR

☐ B. The initial registered agent is an individual resident of the state whose name is set forth below:

<i>First Name</i>	<i>M.I.</i>	<i>Last Name</i>	<i>Suffix</i>
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C. The business address of the registered agent and the registered office address is:

206 E. 9TH STREET, SUITE 1300	AUSTIN	TX	78701
<i>Street Address</i>	<i>City</i>	<i>State</i>	<i>Zip Code</i>

### Article 3—Governing Authority

(Select and complete either A or B and provide the name and address of each governing person.)

☐ A. The limited liability company will have managers. The name and address of each initial manager are set forth below.

☒ B. The limited liability company will not have managers. The company will be governed by its members, and the name and address of each initial member are set forth below.

#### GOVERNING PERSON 1

**NAME** (Enter the name of either an individual or an organization, but not both.)

**IF INDIVIDUAL**

<i>First Name</i>	<i>M.I.</i>	<i>Last Name</i>	<i>Suffix</i>
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**OR**

**IF ORGANIZATION**

FIELDWOOD ENERGY INC.

*Organization Name*

**ADDRESS**

2000 W. SAM HOUSTON PKWY S., SUITE 1200	HOUSTON	TX	USA	77042-3623
<i>Street or Mailing Address</i>	<i>City</i>	<i>State</i>	<i>Country</i>	<i>Zip Code</i>

<b>GOVERNING PERSON 2</b>				
<b>NAME</b> (Enter the name of either an individual or an organization, but not both.)				
<b>IF INDIVIDUAL</b>				
<i>First Name</i>	<i>M.I.</i>	<i>Last Name</i>	<i>Suffix</i>	
<b>OR</b>				
<b>IF ORGANIZATION</b>				
<i>Organization Name</i>				
<b>ADDRESS</b>				
<i>Street or Mailing Address</i>		<i>City</i>	<i>State</i>	<i>Country Zip Code</i>

<b>GOVERNING PERSON 3</b>				
<b>NAME</b> (Enter the name of either an individual or an organization, but not both.)				
<b>IF INDIVIDUAL</b>				
<i>First Name</i>	<i>M.I.</i>	<i>Last Name</i>	<i>Suffix</i>	
<b>OR</b>				
<b>IF ORGANIZATION</b>				
<i>Organization Name</i>				
<b>ADDRESS</b>				
<i>Street or Mailing Address</i>		<i>City</i>	<i>State</i>	<i>Country Zip Code</i>

### Article 4 – Purpose

The purpose for which the company is formed is for the transaction of any and all lawful purposes for which a limited liability company may be organized under the Texas Business Organizations Code.

### Supplemental Provisions/Information

Text Area: [The attached addendum, if any, is incorporated herein by reference.]

The entity is formed under a plan of conversion. The name of the converting entity is Fieldwood Energy LLC. The address of the converting entity is 2000 W. Sam Houston Pkwy. S., Suite 1200, Houston, Texas 77042. The converting entity was formed on 11/5/2012 under the laws of the State of Delaware, USA. The converting entity was previously a Delaware limited liability company. The converting entity is registered as a foreign entity under the Texas Secretary of State file number 0801715506.

## Organizer

The name and address of the organizer:

\_\_\_\_\_  
Name

\_\_\_\_\_  
Street or Mailing Address

\_\_\_\_\_  
City

\_\_\_\_\_  
State

\_\_\_\_\_  
Zip Code

### Effectiveness of Filing (Select either A, B, or C.)

A. ☐ This document becomes effective when the document is filed by the secretary of state.

B. ☐ This document becomes effective at a later date, which is not more than ninety (90) days from the date of signing. The delayed effective date is: \_\_\_\_\_

C. ☒ This document takes effect upon the occurrence of the future event or fact, other than the passage of time. The 90<sup>th</sup> day after the date of signing is: \_\_\_\_\_

The following event or fact will cause the document to take effect in the manner described below:

the filing of the certificate of conversion of Fieldwood Energy LLC with the Secretary of State of Texas .

## Execution

The undersigned affirms that the person designated as registered agent has consented to the appointment. The undersigned signs this document subject to the penalties imposed by law for the submission of a materially false or fraudulent instrument and certifies under penalty of perjury that the undersigned is authorized to execute the filing instrument.

Date: \_\_\_\_\_

\_\_\_\_\_  
Signature of organizer

\_\_\_\_\_  
Printed or typed name of organizer

**Exhibit 5**

**Agreement and Plan of Merger (TX) (FWE)**

**AGREEMENT AND PLAN OF MERGER  
OF  
FIELDWOOD ENERGY LLC  
INTO  
FIELDWOOD ENERGY I LLC  
AND  
FIELDWOOD ENERGY III LLC**

This AGREEMENT AND PLAN OF MERGER, dated as of [●], 2021 (this “Plan of Merger”), is adopted by Fieldwood Energy LLC, a Texas limited liability company (“FWE”).

WHEREAS, commencing August 3, 2020, FWE and certain other affiliates of FWE (each, a “Debtor” and collectively, the “Debtors”) filed voluntary petitions with the United States Bankruptcy Court for the Southern District of Texas (the “Bankruptcy Court”) initiating their respective cases pending under chapter 11 of title 11 of the United States Code (the “Bankruptcy Code”) styled *In re Fieldwood Energy LLC, et al.*, jointly administered under Case No. 20-33948 (MI) (each case of a Debtor, a “Case” and collectively, the “Chapter 11 Cases”);

WHEREAS, in connection with the Chapter 11 Cases, the Debtors filed the [*Joint Chapter 11 Plan of Fieldwood Energy LLC and Its Affiliated Debtors* at Docket No. [●]] (as may be amended, restated, amended and restated, supplemented, or otherwise modified from time to time, the “Plan of Reorganization”), which was confirmed by order of the Bankruptcy Court entered on [●], 2021 at Docket No. [●] (as may be amended, modified, and supplemented, the “Confirmation Order”);

[WHEREAS, in accordance with the Plan of Reorganization and Confirmation Order, pursuant to the Credit Bid Purchase Agreement certain assets and properties of the Debtors (defined in the Plan of Reorganization as the “Credit Bid Acquired Interests”) were sold and conveyed to, and certain liabilities and obligations of Debtors (defined in the Plan of Reorganization as the “Credit Bid Assumed Liabilities”) were assumed by, FWE II prior to the Effective Time (the “Credit Bid Transaction”);]

WHEREAS, pursuant to the Plan of Reorganization, and as authorized by the Confirmation Order, FWE converted from a Delaware limited liability company to a Texas limited liability company on [●], 2021;

WHEREAS, pursuant to the Plan of Reorganization, and as authorized by the Confirmation Order, FWE is to effect a divisional merger as set forth in this Plan of Merger (the “Merger”), pursuant to which, among other things:

- a) FWE shall maintain its separate existence and continue as a surviving entity under the name “Fieldwood Energy III LLC” (as such entity exists from and after the Effective Time, “FWE III”);
- b) a new Texas limited liability company shall be formed under the name “Fieldwood Energy I LLC” (“FWE I”);

- c) all of the FWE I Assets (as defined below) shall be allocated to, possessed by, and vested in FWE I, and all of the FWE I Obligations (as defined below) shall be allocated to and shall vest in, and shall constitute liabilities and obligations of, FWE I;
- d) all of the assets of FWE (other than the FWE I Assets and the Credit Bid Acquired Assets) shall be allocated to, possessed by, and vested in FWE III; and
- e) all of the liabilities and obligations of FWE (other than the FWE I Obligations and the Credit Bid Assumed Liabilities) shall be allocated to and shall vest in, and shall constitute liabilities and obligations of, FWE III; and

WHEREAS, this Plan of Merger has been authorized by the Confirmation Order, which provides such approval of the transactions contemplated hereby as required for purposes of Sections 10.001, 10.002, and 10.302 of the Texas Business Organizations Code (the “TBOC”), and, in accordance with Section 10.008 of TBOC, the Merger shall be consummated without any transfer or assignment having occurred.

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements herein contained, and for the purpose of prescribing the terms and conditions of the Merger, the mode of carrying it into effect, the manner and basis of allocating ownership interests of each of the resulting entities and such other details and provisions of the Merger as are deemed necessary or desirable, FWE has agreed and covenanted, and does hereby agree and covenant, as follows:

1. Subject to the provisions of this Plan of Merger, FWE shall cause the Merger to be consummated by filing a certificate of merger with the Secretary of State of the State of Texas in such form as is required by, and executed in accordance with, the relevant provisions of the TBOC, in substantially the form attached as Exhibit A (the “Certificate of Merger”), together with a certificate of formation of FWE I in substantially the form attached as Exhibit B. The Certificate of Merger shall provide that the Merger shall be effective on the date the Certificate of Merger is accepted and filed with the Secretary of State of the State of Texas (the “Effective Time”).

2. At the Effective Time:

(a) FWE shall be divisionally merged in accordance with the TBOC with (i) FWE I being formed as a Texas limited liability company separate from FWE III and continuing as a surviving business entity of the Merger as to the FWE I Assets and the FWE I Obligations in accordance with the TBOC under the name “Fieldwood Energy I LLC” and (ii) FWE continuing as a surviving business entity of the Merger as to all assets and liabilities of FWE (other than the FWE I Assets, the FWE I Obligations, the Credit Bid Acquired Assets, and the Credit Bid Assumed Liabilities) in accordance with the TBOC under the name “Fieldwood Energy III LLC.” The Merger will have the effect set forth below and in Section 10.008 of the TBOC.

(b) There shall be no change (through conversion, exchange, or otherwise) to the membership interests of FWE, which membership interest in FWE III will continue to be owned by Fieldwood Energy Inc. as of immediately following the Effective Time.

(c) All of the membership interests of FWE I shall be owned by Fieldwood Energy Inc. as of immediately following the Effective Time

(d) All of the rights, assets, and properties of FWE described in Part A of Schedule I attached hereto (the “FWE I Assets”) shall be allocated to, possessed by, and vested in FWE I without reversion or impairment, without further act or deed, and without transfer or assignment having occurred.

(e) All of the liabilities and obligations of FWE described in Part B of Schedule I attached hereto (the “FWE I Obligations”) shall be allocated to and shall vest in, and shall constitute liabilities and obligations of, FWE I. For the avoidance of doubt, the FWE I Obligations exclude all Credit Bid Assumed Liabilities (including all Closing Date Payables and all FWE II Retained Properties Payables).

(f) All of the rights, assets, and properties of FWE other than the FWE I Assets and the Credit Bid Acquired Assets (collectively, the “FWE III Assets”), including (i) those rights, assets, and properties of FWE described in Part A of Schedule II attached hereto (collectively, the “Wind Down Assets”) and (ii) those rights, assets, and properties described in Part A of Schedule III (collectively, the “Predecessor Assets”), shall be allocated to, possessed by, and vested in FWE III without reversion or impairment, without further act or deed, and without transfer or assignment having occurred.

(g) All of the liabilities and obligations of FWE other than the FWE I Obligations and the Credit Bid Assumed Liabilities (collectively, the “FWE III Obligations”), including (i) all liabilities and obligations to the extent relating to the Wind Down Assets and all liabilities and obligations described in Part B of Schedule II attached hereto (collectively, the “Wind Down Obligations”), (ii) all of the liabilities and obligations of FWE retained by FWE upon consummation of the Credit Bid Transaction, as well as (except as provided in Section 3(b)(i)) obligations of FWE under the Credit Bid Purchase Agreement, and (iii) all liabilities and obligations relating to the Predecessor Assets and all liabilities and obligations described in Part B of Schedule III attached hereto (collectively, the “Predecessor Obligations”), shall be allocated to and shall vest in, and shall constitute liabilities and obligations of, FWE III.

### 3. Post-Merger Covenants.

(a) Each of FWE I and FWE III shall, at any time and from time to time from and after the Effective Time as and when requested by FWE I or FWE III, or by their respective successors or assigns, execute and deliver, or cause to be executed and delivered in its name by its authorized officers, all such conveyances, transfers, deeds, or other instruments as FWE I or FWE III, as applicable, or such successors or assigns, may reasonably deem necessary in order to evidence (i) the allocation to and vesting in FWE I of the FWE I Assets, and the allocation to and vesting in FWE I of, and the liability and obligation of FWE I for, the FWE I Obligations as a result of the Merger and (ii) the allocation to and vesting in FWE III of the FWE III Assets, and the allocation to and vesting in FWE III of, and the liability and obligation of FWE III for, the FWE III Obligations as a result of the Merger. Without limiting the foregoing, FWE III shall take such actions as necessary to effect a transfer from **[insert applicable bank account]** to an account



designated in writing by FWE I of (i) the FWE I Cash Amount, (ii) the FWE I Suspense Funds, and (iii) the Prepaid JIB Cash Amount.

(b) From and after the Effective Time (i) FWE I shall, and shall cause the FWE I Subsidiaries controlled by FWE I to, perform the obligations of FWE under Section 10.12 of the Credit Bid Purchase Agreement with respect to Closing Accounts Receivable to the extent attributable to FWE I Assets or any assets held by such FWE I Subsidiaries as of the Effective Time (provided FWE I shall have no obligation to incur any cost or expense in performing such obligations) and (ii) FWE III shall, and shall cause its subsidiaries to, perform the obligations of FWE under Section 10.12 of the Credit Bid Purchase Agreement with respect to Closing Accounts Receivable to the extent attributable to FWE III Assets or any assets held by subsidiaries of FWE III as of the Effective Time.

4. As a result of the consummation of the Merger in accordance with this Plan of Merger, FWE I shall only be allocated, shall only possess, and shall only be vested in and receive the FWE I Assets, and shall only be allocated and vested in, shall only possess, and shall only be subject to the FWE I Obligations, and FWE I shall have no rights or obligations relating to any of the FWE III Assets or the FWE III Obligations, except as may be expressly set forth in Section 6 or a separate agreement, which is entered into at or after the Effective Time, between FWE I and FWE III with respect to such other Assets or Obligations; and FWE I shall not be deemed to be a predecessor in interest to any of the FWE III Assets or the FWE III Obligations.

5. As a result of the consummation of the Merger in accordance with this Plan of Merger, FWE III shall only be allocated, shall only possess, and shall only be vested in and receive the FWE III Assets and shall only be allocated and vested in, shall only possess, and shall only be subject to the FWE III Obligations, and FWE III shall have no rights or obligations relating to any of the FWE I Assets or the FWE I Obligations, except as may be expressly set forth in Section 6 or in a separate agreement, which is entered into at or after the Effective Time, between FWE III and FWE I with respect to such other Assets or Obligations; and FWE III shall not be deemed to be a predecessor in interest to any of the FWE I Assets or the FWE I Obligations.

6. If immediately prior to the Effective Time, FWE owned an interest or right in assets (other than Predecessor Oil and Gas Properties or Wind Down Oil and Gas Properties) which FWE did not acquire under or pursuant to the Apache PSA and which<sup>1</sup>, immediately prior to the Effective Time, was used in connection with or held for use in connection both with (a) FWE I Oil and Gas Properties or FWE I Rights of Way, on the one hand, and any of (b)(i) Wind Down Oil and Gas Properties or Wind Down Rights of Way or (ii) Predecessor Oil and Gas Properties or Predecessor Rights of Way, on the other hand (individually, a “Fieldwood Joint Use Property” and, collectively, the “Fieldwood Joint Use Properties”), then FWE I shall own such Fieldwood Joint Use Property as an FWE I Asset and such Fieldwood Joint Use Property shall not be a Wind Down Asset or a FWE III Asset or owned by FWE III; provided, however, that FWE III shall have, and FWE I shall provide FWE III with, access, use, and economic benefit with respect to such

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<sup>1</sup> **Note to Draft:** FWE confirming there are no Legacy Apache Assets that are also used for any other interests/assets. To the extent any Legacy Apache Assets are also used for any other interests/assets, such assets will be identified and will either be added to the assets governed by Section 6 or FWE I and FWE III will enter into a letter agreement regarding the joint use of such assets consistent with Section 6 or as otherwise agreed to by FWE I and FWE III.

Fieldwood Joint Use Property to the extent, and only to the extent, such Fieldwood Joint Use Property was used or held for use in connection with the applicable Wind Down Oil and Gas Properties, Wind Down Rights of Way, Predecessor Oil and Gas Properties, or Predecessor Rights of Way immediately prior to the Effective Time; provided, further, that any obligation or liability incurred by FWE I to the extent arising from, related to, or connected with such access, use, or economic benefit by or on behalf of FWE III, (1) shall not constitute an FWE I Obligation, (2) shall be FWE III Obligations and the obligations and liabilities of FWE III, and (3) FWE III shall indemnify and hold harmless FWE I and the FWE Subsidiaries from and against all such obligations and liabilities allocated to FWE III pursuant to this Section 6.

7. Certain Definitions. As used herein and in the Schedules and Exhibits attached hereto, (i) the terms set forth below have the meanings ascribed to such terms below and (ii) the terms defined in the Schedules and Exhibits attached hereto have the meanings ascribed to such terms in such Schedules and Exhibits.

(a) “Apache” means Apache Corporation, a Delaware corporation.

(b) “Apache PSA” means that certain Purchase and Sale Agreement, dated as of July 18, 2013, by and among Apache, Apache Deepwater LLC, Apache Shelf, Inc., Apache Shelf Exploration LLC, GOM Shelf, and FWE, as amended from time to time, and the transaction documents executed in connection therewith.

(c) “Asset” means any individual asset, property, right, or interest in any of the FWE I Assets or the FWE III Assets; “Assets” means, collectively, the FWE I Assets and the FWE III Assets.

(d) “Bankruptcy Code” has the meaning ascribed to such term in the recitals hereto.

(e) “Bankruptcy Court” has the meaning ascribed to such term in the recitals hereto.

(f) “Case” has the meaning ascribed to such term in the recitals hereto.

(g) “Casualty” means an event in which any portion of the Assets is damaged or destroyed or otherwise impaired by fire, explosion, tornado, hurricane, earthquake, earth movement, flood, water damage, or other similar casualty or is taken in condemnation or under right of eminent domain.

(h) “Certificate of Merger” has the meaning ascribed to such term in Section 1 hereto.

(i) “Chapter 11 Cases” has the meaning ascribed to such term in the recitals hereto.

(j) “Closing Accounts Receivable” has the meaning ascribed to such term in the Credit Bid Purchase Agreement.

(k) “Closing Date Payable” has the meaning ascribed to such term in the Credit Bid Purchase Agreement.

(l) “Confirmation Order” has the meaning ascribed to such term in the recitals hereto.

(m) “Contract” means any contract, lease, license, purchase order, sales order, indenture, note, bond, loan, instrument, obligation, promise, grant, or other agreement, arrangement, understanding or commitment, whether or not in written form, that is binding upon a Person or its property.

(n) “Conveyed” means conveyed, assigned, or sold pursuant to the Apache PSA, regardless of whether such conveyance, assignment, or bill of sale was recorded in the appropriate records of, or approved or recognized by, the applicable Governmental Authority.

(o) “Credit Bid Acquired Interests” has the meaning ascribed to such term in the recitals hereto.

(p) “Credit Bid Assumed Liabilities” has the meaning ascribed to such term in the recitals hereto.

(q) “Credit Bid Purchase Agreement” means the Purchase and Sale Agreement, [dated [●], [●], by and among FWE, [FWE Affiliates] and FWE II].

(r) “Credit Bid Transaction” has the meaning ascribed to such term in the recitals hereto.

(s) “Debtor” and “Debtors” has the meaning ascribed to such term in the recitals hereto.

(t) “Decommissioning” has the meaning ascribed to such term in the Decommissioning Agreement.

(u) “Decommissioning Agreement” has the meaning ascribed to such term clause (xix) in Part A of Schedule I attached hereto.

(v) “Effective Time” has the meaning ascribed to such term in Section 1 hereto.

(w) “Environmental Laws” means, the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. § 9601 et seq. (“CERCLA”); the Resource Conservation and Recovery Act, 42 U.S.C. § 6901 et seq.; the Federal Water Pollution Control Act, 33 U.S.C. § 1251 et seq.; the Clean Air Act, 42 U.S.C. § 7401 et seq.; the Hazardous Materials Transportation Act, 49 U.S.C. § 5101 et seq.; the Toxic Substances Control Act, 15 U.S.C. §§ 2601 through 2629; the Oil Pollution Act, 33 U.S.C. § 2701 et seq.; the Emergency Planning and Community Right to Know Act, 42 U.S.C. § 11001 et seq.; the Endangered Species Act, 16 U.S.C. § 1531 et seq.; and the Safe Drinking Water Act, 42 U.S.C. §§ 300f through 300j, in each case as amended in effect as of the Effective Time, and all similar laws in effect as of the Effective Time of any Governmental Authority having jurisdiction over the property in question addressing

pollution, protection of the environment, biological resources, Hazardous Substances, or P&A Obligations.

(x) “Environmental Liabilities” means any and all damages, remediation, obligations, liabilities, environmental response costs, costs to cure, cost to investigate or monitor, restoration costs, costs of remediation or removal, settlements, penalties, fines, and attorneys’ and consultants fees and expenses arising out of or related to any violations or non-compliance with any Environmental Laws, including any contribution obligation under CERCLA or any other Environmental Law or matters incurred or imposed pursuant to any claim or cause of action by a Governmental Authority or other Person, attributable to any environmental liabilities, any Release of Hazardous Substances, or any other environmental condition with respect to the ownership or operation of the Assets, including conditions of Facilities not in compliance with Laws promulgated by the Bureau of Ocean Energy Management (“BOEM”), the Bureau of Safety and Environmental Enforcement (“BSEE”), or the United States Coast Guard.

(y) “Facilities” means the FWE I Facilities, the Wind Down Facilities, or the Predecessor Facilities, as applicable.

(z) “Fieldwood Joint Use Property” has the meaning ascribed to such term in Section 6 hereto.

(aa) “FWE” has the meaning ascribed to such term in the recitals hereto.

(bb) “FWE I” has the meaning ascribed to such term in the recitals hereto.

(cc) “FWE I Assets” has the meaning ascribed to such term in Section 2(d) hereto.

(dd) “FWE I Cash Amount” has the meaning ascribed to such term in clause (xxiii) of Part A of Schedule I hereto.

(ee) “FWE I Contracts” has the meaning ascribed to such term in clause (x) in Part A of Schedule I attached hereto.

(ff) “FWE I Facilities” has the meaning ascribed to such term in clause (iii) in Part A of Schedule I attached hereto.

(gg) “FWE I Lands” has the meaning ascribed to such term in clause (i) in Part A of Schedule I attached hereto.

(hh) “FWE I Leases” has the meaning ascribed to such term in clause (i) in Part A of Schedule I attached hereto.

(ii) “FWE I Permits” has the meaning ascribed to such term in clause (vi) in Part A of Schedule I attached hereto.

(jj) “FWE I Obligations” has the meaning ascribed to such term in Section 2(e) hereto.

(kk) “FWE I Rights of Way” has the meaning ascribed to such term in clause (v) in Part A of Schedule I attached hereto.

(ll) “FWE I Subsidiaries” means GOM Shelf and the other entities listed on Exhibit I-I.

(mm) “FWE I Units” has the meaning ascribed to such term in clause (i) in Part A of Schedule I attached hereto.

(nn) “FWE I Wells” has the meaning ascribed to such term in clause (ii) in Part A of Schedule I attached hereto.

(oo) “FWE II” means **[insert Buyer under the Credit Bid Purchase Agreement]**.

(pp) “FWE II Retained Properties” has the meaning ascribed to such term in Part A of Schedule I attached hereto.

(qq) “FWE II Retained Properties Payables” has the meaning ascribed to such term in the Credit Bid Purchase Agreement.

(rr) “FWE III” has the meaning ascribed to such term in the recitals hereto.

(ss) “FWE III Assets” has the meaning ascribed to such term in Section 2(f) hereto.

(tt) “FWE III Obligations” has the meaning ascribed to such term in Section 2(g) hereto.

(uu) “GOM Shelf” means GOM Shelf LLC, a Delaware limited liability company.

(vv) “GOM Shelf Oil and Gas Properties” means the ownership interests held by GOM Shelf immediately prior to the closing of the transactions under the Apache PSA in (i) the oil, gas, other Hydrocarbon, and mineral leases, subleases, operating rights, record title interests, carried interests, royalties, overriding royalty interests, net profits interests, production payments, reversionary interests, and other rights or interests of any kind or character in Hydrocarbons in place and mineral interests or servitudes of every nature in, on, under, and that may be produced from or attributable to any of the lands covered by such leases, subleases, interests, and rights, whether legal or equitable, vested or contingent, and regardless of whether the same are expired or terminated, including those described on Exhibit I-A attached hereto that are identified as GOM Shelf Leases thereon (collectively, the “GOM Shelf Leases”), (ii) all pooled, communitized, or unitized acreage that includes all or part of any GOM Shelf Leases (the “GOM Shelf Units”), (iii) all tenements, hereditaments, and appurtenances belonging to the GOM Shelf Leases and the GOM Shelf Units (collectively with the GOM Shelf Leases and GOM Shelf Units, the “GOM Shelf Lands”), and (iv) any and all Hydrocarbon, water, CO<sub>2</sub>, injection wells or other wells completed on, drilled from, or otherwise located, in whole or in part, on, under, or within the GOM Shelf Lands, in each case whether producing, non-producing, shut in, or permanently or temporarily

Plugged and Abandoned, including the wells set forth on Exhibit I-B attached hereto that are identified as GOM Shelf Wells thereon and all wellbores spudded prior to the Effective Time located on the GOM Shelf Lands (the “GOM Shelf Wells”); for the avoidance of doubt, (x) the GOM Shelf Oil and Gas Properties shall not include any of the FWE II Retained Properties, (y) the GOM Shelf Lands shall include only the ownership interests therein held by GOM Shelf immediately prior to the closing of the transactions under the Apache PSA and the descriptions in Exhibit I-A shall reference only such ownership interests, and (z) the GOM Shelf Wells shall include only the ownership interests therein held by GOM Shelf immediately prior to the closing of the transactions under the Apache PSA and the descriptions in Exhibit I-B shall reference only such ownership interests.

(ww) “GOM Shelf Properties” means those assets or properties owned by GOM Shelf.

(xx) “Governmental Authority” means any federal, state, municipal, tribal, local, or similar governmental authority, regulatory, or administrative agency, court, or arbitral body, or any subdivision of any of the foregoing.

(yy) “Hazardous Substances” means any pollutant, contaminant, dangerous or toxic substance, hazardous or extremely hazardous substance or chemical, or otherwise hazardous material or waste defined as “hazardous waste”, “hazardous substance” or “hazardous material” under applicable Environmental Laws, including chemicals, pollutants, contaminants, wastes, or toxic substances that are classified as hazardous, toxic, radioactive, or otherwise are regulated by, or form the basis for Liability under, any applicable Environmental Law, including hazardous substances under CERCLA.

(zz) “Hydrocarbons” means oil and gas and other hydrocarbons produced or processed in association therewith (regardless of whether such item is in liquid or gaseous form), or any combination thereof, and any minerals (whether in liquid or gaseous form) produced in association therewith, including all crude oil, gas, casinghead gas, condensate, natural gas liquids, and other gaseous or liquid hydrocarbons (including ethane, propane, iso-butane, nor-butane, gasoline, and scrubber liquids) of any type and chemical composition.

(aaa) “Imbalance” means any over-production, under-production, over-delivery, under-delivery, or similar imbalance of Hydrocarbons produced from or allocated to the FWE I Assets or the FWE III Assets, as applicable, regardless of whether such over-production, under-production, over-delivery, under-delivery, or similar imbalance arises at the wellhead, pipeline, gathering system, transportation system, processing plant, or other location, including any imbalances under gas balancing or similar agreements, imbalances under processing agreements, and imbalances under gathering or transportation agreements.

(bbb) “Implementation Cost Cap” shall be an amount equal to \$[●].<sup>2</sup>

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<sup>2</sup> Note to Draft: Implementation Costs Cap amount to be inserted once determined in accordance with Section 4 of the Apache Term Sheet Implementation Agreement.



(ccc) “Interim Unpaid P&A Expenses” has the meaning ascribed to such term in clause (ix) in Part B of Schedule I attached hereto.

(ddd) “JIB Advance AR” has the meaning ascribed to such term in clause (xvi) in Part A of Schedule I attached hereto.

(eee) “Laws” means all laws (including common law), statutes, rules, regulations, ordinances, orders, decrees, requirements, judgments, and codes of Governmental Authorities.

(fff) “Merger” has the meaning ascribed to such term in the recitals hereto.

(ggg) “Obligation” means any individual liability or obligation in any of the FWE I Obligations or the FWE III Obligations; “Obligations” means, collectively, the FWE I Obligations and the FWE III Obligations.

(hhh) “P&A Obligations” means any and all obligations, liabilities, damages, losses, and claims arising out of or attributable to the payment or performance of all Plugging and Abandonment.

(iii) “Person” means any individual, corporation, partnership, limited liability company, trust, estate, Governmental Authority, or any other entity.

(jjj) “Plan Effective Date” means the date on which the [Plan of Reorganization/Confirmation Order becomes effective].

(kkk) “Plan of Merger” has the meaning ascribed to such term in the recitals hereto.

(lll) “Plan of Reorganization” has the meaning ascribed to such term in the recitals hereto.

(mmm) “Plugging and Abandonment” and “Plug and Abandon” and its derivatives mean all plugging, replugging, abandonment, re-plugging and re-abandonment, equipment removal, disposal, or restoration associated with the properties and assets included in or burdened by the FWE I Assets or the FWE III Assets, as applicable, including all plugging and abandonment, removal, dismantling, decommissioning, surface and subsurface restoration, site clearance, and disposal of the FWE I Wells, the Wind Down Wells, or the Predecessor Wells, as applicable, or the FWE I Facilities, the Wind Down Facilities, and the Predecessor Facilities, as applicable, well cellars, fixtures, platforms, caissons, flowlines, pipelines, structures, and personal property of whatever kind located on or under, related to, or associated with operations and activities conducted by whomever with respect to each of the FWE I Assets and the FWE III Assets, as applicable, the flushing, pickling, burial, removal, and capping of all associated flowlines, field transmission and gathering lines, pit closures, the restoration of the surface, site clearance, any disposal of related waste materials and Hazardous Substances and obligations to obtain plugging exceptions for any of the FWE I Wells, the Wind Down Wells, and the Predecessor Wells, as applicable, with a current plugging exception, all in accordance with all applicable Laws, the terms and conditions of each of the FWE I Leases, the Wind Down Leases, and the Predecessor Leases,



as applicable, or similar leasehold interests, beneficial interests, easements and the FWE I Leases, the Wind Down Leases, and the Predecessor Leases, as applicable.

(nnn) “Predecessor Assets” has the meaning ascribed to such term in Section 2(f) hereto.

(ooo) “Predecessor Contracts” has the meaning ascribed to such term in clause (x) in Part A of Schedule III attached hereto.

(ppp) “Predecessor Facilities” has the meaning ascribed to such term in clause (iii) in Part A of Schedule III attached hereto.

(qqq) “Predecessor Lands” has the meaning ascribed to such term in clause (i) in Part A of Schedule III attached hereto.

(rrr) “Predecessor Leases” has the meaning ascribed to such term in clause (i) in Part A of Schedule III attached hereto.

(sss) “Predecessor Obligations” has the meaning ascribed to such term in Section 2(g) hereto.

(ttt) “Predecessor Oil and Gas Properties” has the meaning ascribed to such term in clause (ii) in Part A of Schedule III attached hereto.

(uuu) “Predecessor Permits” has the meaning ascribed to such term in clause (vi) in Part A of Schedule III attached hereto.

(vvv) “Predecessor Rights of Way” has the meaning ascribed to such term in clause (v) in Part A of Schedule III attached hereto.

(www) “Predecessor Suspense Funds” has the meaning ascribed to such term in clause (xvii) in Part A of Schedule III attached hereto.

(xxx) “Predecessor Units” has the meaning ascribed to such term in clause (i) in Part A of Schedule III attached hereto.

(yyy) “Predecessor Wells” has the meaning ascribed to such term in clause (ii) in Part A of Schedule III attached hereto.

(zzz) “Prepaid JIB Cash Amount” has the meaning ascribed to such term in clause (xvi) in Part A of Schedule I attached hereto.

(aaaa) “Proprietary Seismic Data” means any and all proprietary Seismic Data owned (but not licensed) by FWE related to the FWE I Assets and/or the FWE III Assets.

(bbbb) “Records” means all books, records, files, data, information, drawings, maps, corporate, financial, tax, and legal data and records to the extent (and only to the extent) related to the FWE I Assets, the FWE I Obligations, the FWE III Assets, and/or the FWE III

Obligations, as applicable, including electronic copies of all computer records where available, contract files, lease files, well logs, division order files, title opinions and other title information (including abstracts, evidences of rental payments, maps, surveys, and data sheets), hazard data and surveys, production records, SEMS Documentation and Procedures, Proprietary Seismic Data, engineering files, and environmental records.

(cccc) “Release” means any discharge, emission, spilling, leaking, pumping, pouring, injecting, dumping, burying, leaching, migrating, abandoning, or disposing into or through the environment of any Hazardous Substance, including the abandonment or discarding of barrels, containers, and other closed receptacles containing any Hazardous Substance.

(dddd) “Royalties” means all rentals, minimum royalties, shut in payments, royalties, overriding royalties, reversionary interests, net profits interests, production payments, carried interests, non-participating royalty interests, reversionary interests, and other royalty burdens and other interests payable out of production of Hydrocarbons from or allocated to the FWE I Oil and Gas Properties, the GOM Shelf Oil and Gas Properties, the Wind Down Oil and Gas Properties, or the Predecessor Oil and Gas Properties, as applicable, or the proceeds thereof to third parties.

(eeee) “Seismic Data” means any and all seismic, geological, geochemical, and geophysical data (including core and fluid samples and other engineering, geological, and/or geophysical studies (including seismic data, studies, and information)), all licensed or proprietary or confidential geologic, seismic, geophysical, and interpretative data, records, and analyses, including any and all interpretations, derivative data, and other work products of any of the foregoing, and other similar information and records, in each case relating to the Assets or the regional area surrounding the Assets.

(ffff) “SEMS Documentation and Procedures” means all documents and procedures in place by FWE to comply with BSEE’s Safety and Environmental Management System (SEMS) 30 CFR 250 Subpart S with respect to the FWE I Assets and/or the FWE III Assets.

(gggg) “Standby Facility” means a secured line of credit to be provided by Apache to FWE I and GOM Shelf to fund the ongoing Plugging and Abandonment of the Legacy Apache Properties (as such term is defined in the FWE I LLC Agreement) and the GOM Shelf Properties, which shall become available to advance funds to FWE I and for use in accordance with the Standby Credit Facility Documents. The Standby Facility shall be secured by a first-priority lien on all the assets of FWE I (including all of the equity interests of GOM Shelf) and on all the GOM Shelf Properties, provided that such lien shall also secure the obligations of FWE I to Apache under the Decommissioning Agreement.

(hhhh) “Standby Credit Facility Documents” means the Standby Loan Agreement, to be entered into promptly after the Effective Time, by and between FWE I and GOM Shelf, as borrowers, and Apache, as lender, and all of the other agreements, documents, and instruments related thereto governing or setting forth terms and conditions of the Standby Facility or of the loans/borrowings made thereunder.

(iiii) “Suspense Funds” means any and all funds held in suspense by FWE at the Effective Time, and any interest accrued in escrow accounts for such suspended funds.

(jjjj) “TBOC” has the meaning ascribed to such term in the recitals hereto.

(kkkk) “Wind Down Assets” has the meaning ascribed to such term in Section 2(f) hereto.

(llll) “Wind Down Contracts” has the meaning ascribed to such term in clause (x) in Part A of Schedule II attached hereto.

(mmmm) “Wind Down Facilities” has the meaning ascribed to such term in clause (iii) in Part A of Schedule II attached hereto.

(nnnn) “Wind Down Lands” has the meaning ascribed to such term in clause (i) in Part A of Schedule II attached hereto.

(oooo) “Wind Down Leases” has the meaning ascribed to such term in clause (i) in Part A of Schedule II attached hereto.

(pppp) “Wind Down Obligations” has the meaning ascribed to such term in Section 2(g) hereto.

(qqqq) “Wind Down Oil and Gas Properties” has the meaning ascribed to such term in clause (ii) in Part A of Schedule II attached hereto.

(rrrr) “Wind Down Permits” has the meaning ascribed to such term in clause (vi) in Part A of Schedule II attached hereto.

(ssss) “Wind Down Rights of Way” has the meaning ascribed to such term in clause (v) in Part A of Schedule II attached hereto.

(tttt) “Wind Down Suspense Funds” has the meaning ascribed to such term in clause (xvii) in Part A of Schedule II attached hereto.

(uuuu) “Wind Down Units” has the meaning ascribed to such term in clause (i) in Part A of Schedule II attached hereto.

(vvvv) “Wind Down Wells” has the meaning ascribed to such term in clause (ii) in Part A of Schedule II attached hereto.

8. Choice of Law. This Plan of Merger shall be governed by and construed in accordance with the laws of the State of Texas, without giving effect to any choice or conflict of law provision or rule (whether of the State of Texas or any other jurisdiction) that would cause the application of the Laws of any jurisdiction other than the State of Texas and without regard to any borrowing statute that would result in the application of the statutes of limitations or repose of any other jurisdiction. In furtherance of the foregoing, the laws of the State of Texas will control even

if under such jurisdiction's choice of law or conflict of law analysis, the substantive or procedural law of some other jurisdiction would ordinarily or necessarily apply.

9. FWE III Obligation to Pay Recording Expenses. Subject to the Implementation Costs Cap, FWE III shall, and shall cause its debtor affiliates in the Chapter 11 Cases to, on the Plan Effective Date, provide for the payment of any and all documentary, filing, recording, stamp, and registration fees, costs, taxes, and expenses (including all reasonable and documented attorneys' fees and regulatory consultant fees) incurred or imposed after the Effective Time in connection with the filing of record by or on behalf of FWE I or GOM Shelf of any instrument or instruments with the appropriate records office of any county, parish, state, federal, or other governmental unit (including BOEM) that may be required in connection with the implementation of the Merger or that either FWE I or GOM Shelf determines in its respective sole discretion to be necessary or appropriate to reflect in the appropriate records of any governmental unit that as a result of the Merger (a) ownership of the FWE I Assets have been allocated to and are vested in FWE I (and to the extent appropriate to reflect ownership of the GOM Shelf Properties in GOM Shelf), and (b) the liabilities and obligations to be allocated to and vested in, respectively, FWE I or FWE III pursuant to the Merger have been allocated to and vested in, and constitute liabilities and obligations of, FWE I and FWE III, respectively (collectively, the "Implementation Costs"). For the avoidance of doubt, the documentary, filing, recording, stamp, and registration fees of FWE I or GOM Shelf shall include such costs and expenses required to file or to cause to be filed of record in the records office, as determined by Apache to be appropriate, of any county, parish, state, federal, or other governmental unit (including BOEM) of the mortgages, security interests, and similar security documentation as is contemplated by the Standby Facility and the Standby Facility Documents to secure the obligations of FWE I and GOM Shelf thereunder. Any Implementation Costs that exceed the Implementation Costs Cap shall be the sole responsibility of and paid for by FWE I.

10. Interpretation. The captions herein are included for convenience of reference only and shall be ignored in the construction or interpretation hereof. As used herein, the words "include," "includes," and "including" shall be deemed to be followed by the words "without limitation" and will not be construed to limit any general statement that it follows to the specific or similar items or matters immediately following it. Words such as "herein," "hereinafter," "hereof," and "hereunder" refer to this Plan of Merger as a whole and not merely to a subdivision in which such words appear unless the context otherwise requires. All Exhibits and Schedules annexed hereto or referred to in this Plan of Merger are hereby incorporated in and made a part of this Plan of Merger as if set forth in full in this Plan of Merger, and definitions therein shall apply herein. Any capitalized terms used in any Schedule or Exhibit but not otherwise defined therein will be defined as set forth in this Plan of Merger, and vice-versa. A reference to any legislation or to any provision of any legislation shall include any modification or re-enactment thereof, any legislative provision substituted therefor, and all regulations and statutory instruments issued thereunder or pursuant thereto.

11. Rejected Contracts. Any Contract rejected pursuant to Section 365 of the Bankruptcy Code in the Chapter 11 Cases shall be deemed to be excluded and removed from any Exhibit or Schedule attached hereto, and any such Contract shall not be allocated to any of FWE I or FWE III, and any liabilities or obligations of such Contract shall be treated in accordance with

the Plan of Reorganization and Confirmation Order or otherwise satisfied, compromised, settled, released, or discharged pursuant to the Plan of Reorganization and Confirmation Order.

\* \* \* \* \*

IN WITNESS WHEREOF, the undersigned has duly executed this Plan of Merger as of the date first written above.

**FIELDWOOD ENERGY LLC,**  
a Texas limited liability company

By: \_\_\_\_\_  
Name:  
Title:

**Exhibit A**

**Certificate of Merger**

[see attached]



**Exhibit B**

**Certificate of Formation – FWE I**

[see attached]

## Schedule I<sup>3</sup>

### **FWE I Assets and FWE I Obligations**

#### Part A:

“FWE I Assets” means all of FWE’s right, title, and interest in, to, or under the following, less and except any FWE II Retained Properties:

(i) the ownership interests Conveyed<sup>4</sup> to FWE pursuant to the Apache PSA in the oil, gas, other Hydrocarbon, and mineral leases, subleases, operating rights, record title interests, carried interests, royalties, overriding royalty interests, net profits interests, production payments, reversionary interests, and other rights or interests of any kind or character in or to Hydrocarbons in place and mineral interests or servitudes of every nature, in, on, under, and that may be produced from or attributable to any of the lands covered by such leases, subleases, interests, and rights, whether legal or equitable, vested or contingent, and regardless of whether the same are expired or terminated, including those described on Exhibit I-A attached hereto that are identified as FWE I Leases thereon (collectively, the “FWE I Leases”), together with all pooled, communitized, or unitized acreage that includes all or part of any of the FWE I Leases (the “FWE I Units”), and all tenements, hereditaments, and appurtenances belonging to the FWE I Leases and the FWE I Units (collectively with the FWE I Leases and FWE I Units, the “FWE I Lands”); for the avoidance of doubt, the FWE I Lands shall only include the ownership interests therein Conveyed to FWE pursuant to the Apache PSA and the descriptions in Exhibit I-A shall only reference such ownership interests;

(ii) the ownership interests Conveyed to FWE pursuant to the Apache PSA in any and all Hydrocarbon, water, CO<sub>2</sub>, injection, disposal wells or other wells completed on, drilled from, or otherwise located, in whole or in part,<sup>5</sup> on, under, or within the FWE I Lands, in each case whether producing, non-producing, shut in, or temporarily or permanently Plugged and Abandoned, including the wells set forth on Exhibit I-B attached hereto that are identified as FWE I Wells thereon and all wellbores spudded prior to the Effective Time located on the FWE I Lands (the “FWE I Wells” and, together with the FWE I Leases and the FWE I Units, but excluding the FWE II Retained Properties, the “FWE I Oil and Gas Properties”); for the avoidance of doubt, the FWE I Wells shall only include the ownership interests therein Conveyed to FWE pursuant

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<sup>3</sup> **Note to Draft:** In the event an asset not included on the schedules hereto is identified after the parties have agreed to the final form of this Plan of Merger, but prior to the Effective Time, subject to the agreement of the parties, the applicable schedule shall be updated to include and provide for the allocation of such asset.

<sup>4</sup> **Note to Draft:** Any additional interests in the FWE I Assets acquired by FWE other than under the Apache PSA (“Add-On Interests”) are to be identified by FWE and if, upon being identified, Apache agrees to the inclusion of such interest in the FWE I Assets Schedule I will be modified to include such interests and if Apache does not agree then such interests will be allocated to and vested in FWE III to the extent held by FWE as of the Effective Time.

<sup>5</sup> **Note to Draft:** FWE to confirm whether there are any wells that are not Legacy Apache Properties that would otherwise fall within this description, and, if so, expressly exclude those wells and allocate them to FWE III.

to the Apache PSA and the descriptions in Exhibit I-B shall only reference such ownership interests;

(iii) all platforms and facilities, including all associated processing systems, buildings, compressors, meters, tanks, machinery, tools, personal property, equipment (including spars, trees, PLETs, jumpers, flowlines, risers, umbilicals, control assemblies, and production handling equipment), pipelines, gathering lines, water lines, tank batteries, pipeline capacity, other water gathering, transportation, or disposal infrastructure and equipment, frac tanks, ponds, metering facilities, interconnections, and other inventory, boats, vehicles, fixtures, improvements, and other property (whether real, immovable, personal, movable, mixed or otherwise) that (a) are located on or appurtenant to any of the FWE I Leases, the FWE I Lands, the FWE I Rights of Way, the FWE I Wells, or the GOM Shelf Oil and Gas Properties, (b) are used or held for use in whole or in part in connection with any of the FWE I Wells or the GOM Shelf Wells and the operation of any of the FWE I Leases, or the GOM Shelf Leases (whether located on or appurtenant to any of the FWE I Leases, the FWE I Lands, the FWE I Rights of Way, the FWE I Wells, the GOM Shelf Leases, the GOM Shelf Lands, the GOM Shelf Wells, or stored at a different location (onshore or offshore)), or (c) were acquired by FWE pursuant to the Apache PSA, but in such event only as to the interests so acquired by FWE under and pursuant to such Apache PSA, and such flowlines, pipelines, gathering lines, and/or pipeline capacity that either (1) are used or held for use in whole or in part in connection with any of the FWE I Leases, the FWE I Wells or the FWE I Units operations or the production, transportation, or processing of Hydrocarbons produced from any of the FWE I Oil and Gas Properties, or (2) were acquired by FWE pursuant to the Apache PSA, but in such event only as to the interests so acquired by FWE under and pursuant to such Apache PSA, including all platforms identified on Exhibit I-C(i) attached hereto and all facilities identified on Exhibit I-C(ii) attached hereto (the “FWE I Facilities”);

(iv) the Proprietary Seismic Data and licensed Seismic Data relating, in whole or in part, to the FWE I Oil and Gas Properties or the GOM Shelf Oil and Gas Properties;<sup>6</sup>

(v) all surface fee interests, easements, right-of-use easements, licenses, servitudes, rights-of-way, surface leases, authorizations, permits, and other rights to use the surface or seabed appurtenant to, and held for use in whole or in part in connection with, the ownership or operation of any or all of the GOM Shelf Oil and Gas Properties or any or all of the properties, rights, titles, and interests described in clauses (i) through (iii) and (vi) of this Schedule I, Part A, but only to the extent such either (i) are used or held for use exclusively in connection with the ownership or operation of such properties, rights, titles, and interests, or (ii) were acquired by FWE pursuant to the Apache PSA, but in such event only as to the interests so acquired by FWE under and pursuant to such Apache PSA, including the property described on Exhibit I-D(i) attached hereto and Exhibit I-D(ii) attached hereto (the “FWE I Rights of Way”);

(vi) all environmental and other governmental (whether federal, state, or local) permits (including all plans filed with or approved by applicable Government Authorities), licenses, orders, authorizations, franchises, and related instruments or rights to the extent relating in whole or in part to the ownership, operation, or use of any or all of the GOM Shelf Oil and Gas Properties

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<sup>6</sup> **Note to Draft:** No proprietary seismic (remains under review).

or any or all of the properties, rights, titles, and interests described in clauses (i) through (iii), (v) and (viii) of this Schedule I, Part A (the “FWE I Permits”);<sup>7</sup>

(vii) Service Agreement, dated April 1, 2015, applicable to Firm Transportation Service under FT-2 Rate Schedule by and between Discovery Gas Transmission LLC as Transporter and Fieldwood Energy LLC as Shipper;

(viii) all Hydrocarbons in, on, under, or that may be produced from or attributable to the FWE I Leases, the FWE I Units, or the FWE I Wells, including all oil, condensate, and scrubber liquids inventories and ethane, propane, iso-butane, nor-butane, and gasoline inventories of FWE from the FWE I Oil and Gas Properties in storage or constituting linefill and Imbalances;

(ix) the FCC licenses associated with the call signs listed on Exhibit I-E attached hereto;<sup>8</sup>

(x) all contracts, agreements, leases, licenses, commitments, sales and purchase orders, and other instruments that relate, in whole or in part, to the ownership or operation of any or all of the FWE I Oil and Gas Properties or the GOM Shelf Oil and Gas Properties (and including any insurance contract if such insurance contract provides coverage for any incident that occurs on any FWE I Asset(s) or the GOM Shelf Oil and Gas Properties at, before, or after the Effective Time, but excluding all derivative or hedge agreements (including any ISDAs) or rights thereunder) or any other properties, rights, titles, and interests described in the clauses of this Schedule I, Part A, including operating agreements, unitization, pooling, and communitization agreements, declarations and orders, area of mutual interest agreements, exploration agreements, joint venture agreements, farmin and farmout agreements, exchange agreements, purchase and sale agreements, and other contracts relating to the FWE I Assets (but expressly excluding any such agreements pursuant to which FWE acquired interests in or to any other FWE I Assets in addition to the rights, title, and interests acquired by FWE under the Apache PSA), transportation agreements, agreements for the sale and purchase of Hydrocarbons, processing agreements, and service agreements (together with the agreements referenced in clause (xxii) below), including the contracts listed on Exhibit I-F attached hereto (the “FWE I Contracts”);

(xi) originals of the Records that relate, in whole or in part, to any one or more of the FWE I Assets, the FWE I Obligations, or the GOM Shelf Oil and Gas Properties (whether or not such Records also relate to any one or more of the FWE III Obligations or the FWE III Assets);

(xii) inventory, equipment, machinery, tools, and other personal property, to the extent located on the FWE I Facilities or, if located elsewhere, used or held for use, in whole or part, in connection with the FWE I Oil and Gas Properties, the FWE I Facilities, or the GOM Shelf Oil and Gas Properties, or charged to the joint account pursuant to the applicable FWE I Contracts, including those items listed on Exhibit I-G attached hereto;

<sup>7</sup> **Note to Draft:** To be determined if there are Permits used for the FWE I Assets and also FWE III such that FWE III will need to obtain its own permits.

<sup>8</sup> **Note to Draft:** To include licenses for GOM Shelf if not held by GOM Shelf directly. FWE confirming there are only 5 licenses relating to all of the FWE I and GOM Shelf properties.

(xiii) FWE-owned SCADA equipment and all automation systems, including meters and related telemetry, licensed radio frequencies, and associated communications infrastructure including towers, antennas, data links, and network circuits used or held for use, in whole or in part, in connection with the FWE I Oil and Gas Properties, the FWE I Facilities, or the GOM Shelf Oil and Gas Properties, or for the production of Hydrocarbons therefrom;

(xiv) all deposits with third parties, escrow accounts, guarantees, letters of credit, treasury securities, insurance policies relating, in whole or in part, to the FWE I Assets, surety bonds, all Oil Spill Financial Responsibility coverage (whether consisting of one or more insurance policies) and other forms of credit assurances or credit support provided by a third party for the benefit of FWE for financial assurance for the obligations and liabilities arising out of or related to the FWE I Assets, the GOM Shelf Oil and Gas Properties, or GOM Shelf, including the Plugging and Abandonment Obligations arising out of or related to the FWE I Assets or the GOM Shelf Oil and Gas Properties, including those items listed on Exhibit I-H attached hereto;

(xv) all agreements and memberships relating, in whole or in part, to well containment/control, clean-up of spills, or other pollution, or the gathering of data relating to certifications required to be made to Governmental Authorities with respect to the FWE I Assets or GOM Shelf Oil and Gas Properties;<sup>9</sup>

(xvi) all (i) accounts receivable as of the Effective Time associated with the FWE I Oil and Gas Properties or the GOM Shelf Oil and Gas Properties other than the Closing Accounts Receivable, (ii) instruments and general intangibles (as such terms are defined in the Uniform Commercial Code of the applicable jurisdictions in which the FWE I Oil and Gas Properties or GOM Shelf Oil and Gas Properties to which such assets relate are located) and other economic benefits in each case attributable to the FWE I Oil and Gas Properties or the GOM Shelf Oil and Gas Properties (excluding only the Closing Accounts Receivable); *provided*, that, for the avoidance of doubt, nothing in the preceding clauses (i) or (ii) shall be interpreted to limit the scope of “Closing Accounts Receivable” as that term is defined in the Credit Bid Purchase Agreement, (iii) claims of indemnity, contribution, or reimbursement of FWE or of GOM Shelf, in each case, relating to the FWE I Obligations or obligations of GOM Shelf, (iv) Imbalances receivables of FWE or of GOM Shelf, in each case, attributable to the FWE I Oil and Gas Properties or the GOM Shelf Oil and Gas Properties, (v) rights to insurance proceeds or other claims of recovery, indemnity, contribution, or reimbursement of FWE attributable to the FWE I Assets or the GOM Shelf Oil and Gas Properties due to casualty or other damage or destruction of or to the FWE I Oil and Gas Properties or the GOM Shelf Oil and Gas Properties, (vi) cash in the amount of advance payments on account of third party working interest owners in the FWE I Oil and Gas Properties or the GOM Shelf Oil and Gas Properties (“Prepaid JIB Cash Amount”), to the extent such Prepaid JIB Cash Amount is associated with FWE I Obligations, and (vii) rights to receive and collect cash and advance payments pursuant to cash calls associated with the FWE I Oil and Gas Properties or the GOM Shelf Oil and Gas Properties (“JIB Advance AR”), to the extent such JIB Advance AR is associated with FWE I Obligations;

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<sup>9</sup> **Note to Draft:** There are not any memberships that are specific to the FWE I Assets; may need new agreements. Under further review.

(xvii) all Suspense Funds (i) of FWE to the extent attributable to any of the FWE I Oil and Gas Properties or the GOM Shelf Oil and Gas Properties, and (ii) of GOM Shelf (collectively, “FWE I Suspense Funds”);

(xviii) all equity interests set forth on Exhibit I-I (“FWE I Subsidiaries”);

(xix) the Decommissioning Agreement, dated as of September 30, 2013, by and among Apache Corporation, Apache Shelf, Inc., Apache Deepwater LLC, Apache Shelf Exploration LLC, FWE and GOM Shelf LLC, as amended by (i) the First Amendment thereto, dated as of September 30, 2013, (ii) the Second Amendment thereto, dated as of September 30, 2013, (iii) the Third Amendment thereto, dated effective as of April 25, 2017, (iv) the Fourth Amendment thereto dated effective as of September 1, 2017, as amended by that certain Letter Agreement, dated January 3, 2018, and (v) the Fifth Amendment thereto, dated effective as of April 11, 2018 (the “Decommissioning Agreement”);

(xx) the Apache PSA and the transaction documents entered into in connection with the consummation of the transactions contemplated thereby, including the Joint Exploration Agreement (as defined in the Apache PSA), the Master Facilities Use, Access, Production Handling and Transportation Agreement (as defined in the Apache PSA), and the Fully Paid Up Turnkey Removal Contract (as defined in the Apache PSA);

(xxi) all rights **[to the BOEM qualification held by FWE immediately prior to the Effective Time and its BOEM operator number (GOM #3295), and]**<sup>10</sup> all area-wide operator bonds, supplemental bonds, or other securities, or any authorization or permission from, the BOEM, BSEE, or any other Governmental Authority, held by FWE (a) in whole or in part for any FWE I Assets (which, for the avoidance of doubt, include all rights of FWE in any area-wide bonds)<sup>11</sup> or (b) with respect to GOM Shelf, in whole or in part for any of the GOM Shelf Oil and Gas Properties;

(xxii) beneficial ownership of The Trust established by that certain Fieldwood Decommissioning Trust A Trust Agreement dated September 30, 2013;

(xxiii) cash in an amount (the “FWE I Cash Amount”) equal to (1) the positive amount remaining, if any, obtained by subtracting from (x) \$50.0 million (y) the sum of (a) the actual cash expenditures paid by FWE for Plugging and Abandonment costs and expenses on the FWE I Assets between the filing on August 3, 2020 of the Chapter 11 Cases and the Effective Time and (b) the actual cash payments made by FWE between January 4, 2021 and the Effective Time to the individual engaged as the sole manager of FWE I; plus (2) all amounts paid to the Debtors under or pursuant to the Credit Bid Purchase Agreement for (a) deductibles or retention amounts under applicable insurance policies associated with claims for personal injury or damage to third

<sup>10</sup> **Note to Draft:** Now that FWE I is no longer the surviving entity under the divisive merger, to confirm whether BOEM qualification will be permitted to “vest” in FWE I or whether FWE I will be required to obtain its own qualification separate from FWE’s qualification (which will inure to FWE III instead).

<sup>11</sup> **Note to Draft:** to confirm if area-wide bonds will be permitted to be split between FWE I and FWE III per the divisive merger. If not and FWE I gets such bonds, then FWE III may need to post its own separate area-wide bonds. Who will pay for such?



party property arising from the ownership or operation of the FWE I Assets or the GOM Shelf Oil and Gas Properties and (b) fines and penalties levied or imposed by governmental authorities in respect of the FWE I Assets or the GOM Shelf Oil and Gas Properties;

(xxiv) the Fieldwood Joint Use Properties as specified in Section 6 of the Plan of Merger; and

(xxv) the specific interests in and to the wells, pipelines, platforms, and facilities set forth on Exhibit I-K which were acquired or assumed by FWE as a result of co-owner actions under applicable joint or unit operating agreements or as a result of a recalculation determined in accordance with the terms of a FWE I Contract, and such interests will be deemed to be included in the FWE I Leases, FWE I Units, FWE I Lands, FWE I Wells, FWE I Facilities, and FWE I Rights-of-Way, as applicable.<sup>12</sup>

For the avoidance of doubt, the FWE I Assets do not include any of the leases, rights of way, or other assets specified in Exhibit I-J<sup>13</sup> attached hereto (such assets, collectively, the “FWE II Retained Properties”), which FWE II Retained Properties were conveyed to FWE II pursuant to the Credit Bid Purchase Agreement, and the FWE I Obligations shall not include any obligations attributable to such FWE II Retained Properties.

#### Part B:

“FWE I Obligations” means (A) all of the obligations and liabilities (contractual or otherwise) of FWE, without duplication, of any kind, character, or description (whether known or unknown, accrued, absolute, contingent, or otherwise) relating to, arising out of, or with respect to any of the FWE I Assets, the GOM Shelf Oil and Gas Properties, or FWE I’s ownership interest in GOM Shelf, including obligations and liabilities of FWE: (i) relating to the furnishing of makeup gas according to the terms of applicable gas sales, gathering, or transportation FWE I Contracts and all obligations with respect to Imbalances arising out of, related to, or attributable to FWE I’s ownership interests in any of the FWE I Oil and Gas Properties or in GOM Shelf; (ii) with respect to Royalties arising out of, related to, or attributable to any of the FWE I Oil and Gas Properties, FWE I Suspense Funds, and Prepaid JIB Cash Amounts, including any reporting and/or mis-reporting, and payment and/or mis-payment of such Royalties, FWE I Suspense Funds, or Prepaid JIB Cash Amounts; (iii) constituting or related to Environmental Liabilities arising out of, related to, or attributable to any of the FWE I Assets; (iv) applicable to or imposed on the lessee, owner,

<sup>12</sup> **Note to Draft:** If the parties agree to include Add-On Interests in the FWE I Assets, Exhibit I-K will be added to specifically identify the interests agreed upon to be included. If the parties do not agree to include Add-On Interests in the FWE I Assets, item (xxv) will be deleted.

<sup>13</sup> **Note to Draft:** Exhibit I-J should list as FWE II Retained Properties the properties included in the fields which are identified to be owned and operated by FWE II on Schedule A to the Term Sheet dated July 31, 2020. [NTD: per HAK, FWE to confirm these properties consist of only the following properties: Oil and Gas Lease bearing Serial No. OCS-G 21685 covering South Timbalier 308, Oil and Gas Lease bearing Serial No. OCS-G24987 covering South Timbalier 287, Oil and Gas Lease bearing Serial No. OCS-G10687 covering Vermilion 287, Oil and Gas Lease bearing Serial No. OCS-G09522 covering Vermilion 363, Oil and Gas Lease bearing Serial No. OCS-G09524 covering Vermilion 371, Oil and Gas Lease bearing Serial No. OCS-G04421 covering Vermilion 78, Right of Way bearing Serial No. OCS-G29427 for Pipeline Segment No. 20278 pertaining to South Timbalier 308, and Right of Way bearing Serial No. OCS-G15047 for Pipeline Segment No. 10675 pertaining to Vermilion 371].



operator, holder, responsible party, payor or designated applicant under or with respect to any of the FWE I Assets or GOM Shelf Oil and Gas Properties; (v) constituting or relating to any and all P&A Obligations related to FWE I's or GOM Shelf's, as the case may be, ownership interests in, or operation of, any of the FWE I Assets or GOM Shelf Oil and Gas Properties; (vi) relating to the FWE I Suspense Funds; (vii) relating to the Decommissioning Agreement and the Decommissioning obligations thereunder; (viii) relating to the Apache PSA or any of the agreements entered into in connection with the consummation of the transactions contemplated thereby, including the Joint Exploration Agreement (as defined in the Apache PSA), the Master Facilities Use, Access, Production Handling and Transportation Agreement (as defined in the Apache PSA), and the Fully Paid Up Turnkey Removal Contract (as defined in the Apache PSA); and (ix) expenses incurred by FWE for Plugging and Abandonment costs and expenses on the FWE I Assets between the filing on August 3, 2020, of the Chapter 11 Cases and the Effective Time to the extent not paid as of the Effective Time (such incurred but unpaid expenses, the "Interim Unpaid P&A Expenses"); and (B) the obligations of FWE I under Section 3(b)(i) of the Plan of Merger; provided, however, that, subject to the foregoing clause (B), the FWE I Obligations do not include (1) any of the FWE III Obligations, (2) any of the Credit Bid Assumed Liabilities, (3) obligations for personal injury or damage to property arising from the ownership or operation of any property that is not included in the FWE I Assets or GOM Shelf Oil and Gas Properties, and (4) any claims, liabilities, or obligations satisfied, compromised, settled, released, or discharged pursuant to the Plan of Reorganization and Confirmation Order.

## **Schedule II**<sup>14</sup>

### **Wind Down Assets and Wind Down Obligations**

#### **Part A:**

“Wind Down Assets” means all of FWE’s right, title, and interest in, to, or under the following, subject to Section 6 of the Plan of Merger:

(i) the oil, gas, other Hydrocarbon, and mineral leases, subleases, operating rights, record title interests, carried interests, royalties, overriding royalty interests, net profits interests, production payments, reversionary interests, and other rights or interests of any kind or character in and to Hydrocarbons in place and mineral interests or servitudes of every nature, in, on, under, and that may be produced from or attributable to any of the lands covered by the leases, subleases, interests, and rights described on Exhibit II-A attached hereto, whether legal or equitable, vested or contingent, and regardless of whether the same are expired or terminated (collectively, the “Wind Down Leases”), together with all pooled, communitized, or unitized acreage that includes all or part of any of the Wind Down Leases (the “Wind Down Units”), and all tenements, hereditaments, and appurtenances belonging to the Wind Down Leases and the Wind Down Units (collectively with the Wind Down Leases and Wind Down Units, the “Wind Down Lands”);

(ii) any and all Hydrocarbon, water, CO<sub>2</sub>, injection, disposal wells or other wells located on, under, or within the Wind Down Lands described on Exhibit II-B attached hereto, in each case whether producing, non-producing, shut-ins, or temporarily or permanently Plugged and Abandoned, including the wells set forth on Exhibit II-B attached hereto and all wellbores spudded prior to the Effective Time located on the Wind Down Lands (the “Wind Down Wells” and, together with the Wind Down Leases and Wind Down Units, the “Wind Down Oil and Gas Properties”);

(iii) all platforms and facilities, including all associated processing systems, buildings, compressors, meters, tanks, machinery, tools, personal property, equipment (including spars, trees, PLETs, jumpers, flowlines, risers, umbilicals, control assemblies, and production handling equipment), pipelines, gathering lines, water lines, tank batteries, pipeline capacity, other water gathering, transportation, or disposal infrastructure and equipment, frac tanks, ponds, metering facilities, interconnections, and other inventory, boats, vehicles, fixtures, improvements, and other property (whether real, immovable, personal, movable, and mixed or otherwise) that is located on or appurtenant to any of the Wind Down Leases, the Wind Down Lands, the Wind Down Rights of Way, or the Wind Down Wells or used or held for use exclusively in connection with any of the Wind Down Wells and the operation of any of the Wind Down Leases (whether located on or appurtenant to any of the Wind Down Leases, the Wind Down Lands, the Wind Down Rights of Way, or the Wind Down Wells, or stored at a different location (onshore or offshore)), and such flowlines, pipelines, gathering lines, and/or pipeline capacity that are used or held for use exclusively in connection with any of the Wind Down Leases, the Wind Down

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<sup>14</sup> **Note to Draft:** In the event an asset not included on the schedules hereto is identified after the parties have agreed to the final form of this Plan of Merger, but prior to the Effective Time, subject to the agreement of the parties, the applicable schedule shall be updated to include and provide for the allocation of such asset.

Wells, or the Wind Down Units operations or the production, transportation, or processing of Hydrocarbons produced from any of the Wind Down Oil and Gas Properties, including all platforms identified on Exhibit II-C(i) attached hereto and all facilities identified on Exhibit II-C(ii) attached hereto, but excluding any FWE I Facilities (the “Wind Down Facilities”);

(iv) Proprietary Seismic Data and licensed Seismic Data relating exclusively to the Wind Down Oil and Gas Properties;

(v) all surface fee interests, easements, right-of-use easements, licenses, servitudes, rights-of-way, surface leases, authorizations, permits, and other rights to use the surface or seabed appurtenant to, and used or held for use exclusively in connection with, the ownership or operation of any or all of the properties, rights, titles, and interests described in clauses (i) through (iii) and (vi) of this Schedule II, Part A, including the property described on Exhibit II-D(i) attached hereto and Exhibit II-D(ii) attached hereto (the “Wind Down Rights of Way”);

(vi) all environmental and other governmental (whether federal, state, or local) permits (including all plans filed with or approval by applicable Governmental Authorities), licenses, orders, authorizations, franchises, and related instruments or rights relating exclusively to the ownership, operation, or use of the properties, rights, titles, and interests described in clauses (i) through (iii), (v) and (viii) of this Schedule II, Part A (the “Wind Down Permits”);

(vii) all transportation agreements described on Exhibit II-F attached hereto;<sup>15</sup>

(viii) all Hydrocarbons in, on, under, or that may be produced from or attributable to the Wind Down Leases, the Wind Down Units, or the Wind Down Wells, including all oil, condensate, and scrubber liquids inventories and ethane, propane, iso-butane, nor-butane, and gasoline inventories of FWE from the Wind Down Oil and Gas Properties in storage or constituting linefill and Imbalances;

(ix) the FCC licenses associated with the call signs listed on Exhibit II-E attached hereto;

(x) all contracts, agreements, leases, licenses, commitments, sales and purchase orders, and other instruments that relate exclusively to the ownership or operation of any or all of the Wind Down Oil and Gas Properties or any other properties, rights, titles, and interests described in the clauses of this Schedule II, Part A, including operating agreements, unitization, pooling, and communitization agreements, declarations and orders, area of mutual interest agreements, exploration agreements, joint venture agreements, farmin and farmout agreements, exchange agreements, purchase and sale agreements, and other contracts in which FWE acquired interests in any other Wind Down Assets, transportation agreements, agreements for the sale and purchase of Hydrocarbons, processing agreements, and service agreements, including the contracts listed on Exhibit II-F attached hereto (the “Wind Down Contracts”);

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<sup>15</sup> **Note to Draft:** To be determined if any FERC regulated transportation agreements need FERC waivers.

(xi) originals of the Records that relate solely to the Wind Down Assets or the Wind Down Obligations, or both, and copies of the Records that constitute FWE I Assets or Predecessor Assets and also relate to either or both of the Wind Down Assets or the Wind Down Obligations;

(xii) inventory, equipment, machinery, tools, and other personal property, to the extent located on the Wind Down Facilities or, if located elsewhere, used or held for use exclusively in connection with the Wind Down Oil and Gas Properties or the Wind Down Facilities or charged to the joint account pursuant to the applicable Wind Down Contracts, including those items listed on Exhibit II-G attached hereto;

(xiii) FWE-owned SCADA equipment and all automation systems, including meters and related telemetry, licensed radio frequencies, and associated communications infrastructure including towers, antennas, data links, and network circuits used or held for use exclusively in connection with the Wind Down Oil and Gas Properties and the Wind Down Facilities or for the production of Hydrocarbons therefrom;

(xiv) all cash (subject to the obligation of FWE to deliver the FWE I Cash Amount, the FWE I Suspense Funds, and the Prepaid JIB Cash Amount to FWE I), and all third party deposits, escrow accounts, guarantees, letters of credit, treasury securities, surety bonds, and other forms of credit assurances or credit support provided by a third party for the benefit of FWE for financial assurance for the obligations and liabilities arising out of or related to any other Wind Down Assets (but not also in part any FWE I Assets), including the Plugging and Abandonment Obligations arising out of or related to any other Wind Down Assets (but not also in part any FWE I Assets);

(xv) all agreements and memberships relating exclusively to well containment/control, clean-up of spills, or other pollution, or the gathering of data relating to certifications required to be made to Governmental Authorities with respect to the Wind Down Assets; and

(xvi) all (i) accounts receivable attributable to the Wind Down Oil and Gas Properties with respect to any period of time, (ii) rights to any payout or recovery for any Casualty occurring on or at any Wind Down Asset, whether occurring prior to, on or after Plan Effective Date, (iii) instruments and general intangibles (as such terms are defined in the Uniform Commercial Code of the applicable jurisdictions in which the Wind Down Oil and Gas Properties to which such assets relate are located), and other economic benefits attributable to the Wind Down Oil and Gas Properties, (iv) claims of indemnity, contribution, or reimbursement relating to the Wind Down Obligations and (v) Imbalances receivables of FWE attributable to the Wind Down Oil and Gas Properties;

(xvii) all Suspense Funds of FWE to the extent attributable to any of the Wind Down Oil and Gas Properties (the “Wind Down Suspense Funds”); and

(xviii) all rights to any supplemental bonds or other securities (excluding area-wide bonds) held by, or any authorization or permission from, the BOEM, BSEE, or any other Governmental Authority with respect to FWE exclusively for other Wind Down Assets.

Part B:

“Wind Down Obligations” means: all of the obligations and liabilities (contractual or otherwise) of FWE of any kind, character or description (whether known or unknown, accrued, absolute, contingent, or otherwise) relating to, arising out of, or with respect to any of the Wind Down Assets, including obligations and liabilities of FWE: (i)(a) relating to the furnishing of makeup gas according to the terms of applicable gas sales, gathering, or transportation Wind Down Contracts and all obligations with respect to Imbalances attributable to the FWE III’s ownership interests in any of the Wind Down Oil and Gas Properties; (b) with respect to Royalties arising out of, related to, or attributable to any of the Wind Down Oil and Gas Properties and Wind Down Suspense Funds, including any reporting and/or mis-reporting, and payment and/or mis-payment of such Royalties or the Wind Down Suspense Funds; (c) constituting or related to Environmental Liabilities arising out of, related to, or attributable to any of the Wind Down Assets; (d) applicable to or imposed on the lessee, owner, operator, holder, responsible party, payor or designated applicant under or with respect to any of the Wind Down Assets, or as required by applicable Laws; and (e) constituting or relating to any and all P&A Obligations related to the FWE III’s ownership interests in, or operation of, any of the Wind Down Assets; and (ii) the liabilities and obligations of the FWE III specified in Section 6 of the Plan of Merger to the extent attributable to use of the Joint Use Properties with respect to the Wind Down Assets; provided, however, that the Wind Down Obligations do not include any claims, liabilities or obligations satisfied, compromised, settled, released or discharged pursuant to the Plan of Reorganization and Confirmation Order.

### **Schedule III**<sup>16</sup>

#### **Predecessor Assets and Predecessor Obligations**

##### **Part A:**

“Predecessor Assets” means all of FWE’s right, title, and interest in, to, or under the following, subject to Section 6 of the Plan of Merger:<sup>17</sup>

(i) the oil, gas, other Hydrocarbon, and mineral leases, subleases, operating rights, record title interests, carried interests, royalties, overriding royalty interests, net profits interests, production payments, reversionary interests, and other rights or interests of any kind or character in or to Hydrocarbons in place and mineral interests or servitudes of every nature, in, on, under, and that may be produced from or attributable to any of the lands covered by the leases, subleases, interests, and rights described on Exhibit III-A attached hereto, whether legal or equitable, vested or contingent, and regardless of whether the same are expired or terminated (collectively, the “Predecessor Leases”), together with all pooled, communitized, or unitized acreage that includes all or part of any of the Predecessor Leases (the “Predecessor Units”), and all tenements, hereditaments, and appurtenances belonging to the Predecessor Leases and the Predecessor Units (collectively with the Predecessor Leases and Predecessor Units, the “Predecessor Lands”);

(ii) any and all Hydrocarbon, water, CO2, injection, disposal wells or other wells located on, under, or within the Predecessor Lands described on Exhibit III-B attached hereto, in each case whether producing, non-producing, shut-in, or temporarily or permanently Plugged and Abandoned, including the wells set forth on Exhibit III-B attached hereto and all wellbores spudded prior to the Effective Time located on the Predecessor Lands (the “Predecessor Wells” and, together with the Predecessor Leases and the Predecessor Units, the “Predecessor Oil and Gas Properties”);

(iii) all platforms and facilities, including all associated processing systems, buildings, compressors, meters, tanks, machinery, tools, personal property, equipment (including spars, trees, PLETs, jumpers, flowlines, risers, umbilicals, control assemblies, and production handling equipment), pipelines, gathering lines, water lines, tank batteries, pipeline capacity, other water gathering, transportation, or disposal infrastructure and equipment, frac tanks, ponds, metering facilities, interconnections, and other inventory, boats, vehicles, fixtures, improvements, and other property (whether real, immovable, personal, movable, mixed, or otherwise) that is located on or appurtenant to any of the Predecessor Leases, the Predecessor Lands, the Predecessor Rights of Way, or the Predecessor Wells or used or held for use exclusively in connection with the any of Predecessor Wells and the operation of any of the Predecessor Leases (whether located on or appurtenant to any of the Predecessor Leases, the Predecessor Lands, Predecessor Rights of Way,

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<sup>16</sup> **Note to Draft:** In the event an asset not included on the schedules hereto is identified after the parties have agreed to the final form of this Plan of Merger, but prior to the Effective Time, subject to the agreement of the parties, the applicable schedule shall be updated to include and provide for the allocation of such asset.

<sup>17</sup> **Note to Draft:** To be determined if any Predecessor Assets constitute assets in which FWE I will also own an interest and, as to such assets, modify Schedule III as necessary to cover only the applicable interest in such assets to be allocated to and vest in FWE III as Predecessor Assets.



or the Predecessor Wells, or stored at a different location (onshore or offshore)), and such flowlines, pipelines, gathering lines, and/or pipeline capacity that are used or held for use exclusively in connection with any of the Predecessor Leases, the Predecessor Wells or the Predecessor Units operations or the production, transportation, or processing of Hydrocarbons produced from any of the Predecessor Oil and Gas Properties, including all platforms identified on Exhibit III-C(i) attached hereto and all facilities identified on Exhibit III-C(ii) attached hereto, but excluding any FWE I Facilities (the “Predecessor Facilities”);

(iv) Proprietary Seismic Data and licensed Seismic Data relating exclusively to the Predecessor Oil and Gas Properties;

(v) all surface fee interests, easements, right-of-use easements, licenses, servitudes, rights-of-way, surface leases and other rights to use the surface or seabed appurtenant to, and used or held for use exclusively in connection with, the ownership or operation of any or all of the properties, rights, titles, and interests described in clauses (i) through (iii) and (vi) of this Schedule III, Part A, including the property described on Exhibit III-D(i) attached hereto and Exhibit III-D(ii) attached hereto (the “Predecessor Rights of Way”);

(vi) all environmental and other governmental (whether federal, state, or local) permits (including all plans filed with or approval by applicable Governmental Authorities), licenses, orders, authorizations, franchises, and related instruments or rights relating exclusively to the ownership, operation, or use of the properties, rights, titles, and interests described in clauses (i) through (iii), (v) and (viii) of this Schedule III, Part A (the “Predecessor Permits”);

(vii) all transportation agreements described on Exhibit III-F attached hereto;<sup>18</sup>

(viii) all Hydrocarbons in, on, under, or that may be produced from or attributable to the Predecessor Leases, the Predecessor Units, or the Predecessor Wells, including all oil, condensate, and scrubber liquids inventories and ethane, propane, iso-butane, nor-butane, and gasoline inventories of FWE from the Predecessor Oil and Gas Properties in storage or constituting linefill and Imbalances;

(ix) the FCC licenses associated with the call signs listed on Exhibit III-E attached hereto;

(x) all contracts, agreements, leases, licenses, commitments, sales and purchase orders, and other instruments that relate exclusively to the ownership or operation of any or all of the Predecessor Oil and Gas Properties or any other properties, rights, titles, and interests described in this Schedule III, Part A, including operating agreements, unitization, pooling, and communitization agreements, declarations and orders, area of mutual interest agreements, exploration agreements, joint venture agreements, farmin and farmout agreements, exchange agreements, purchase and sale agreements, and other contracts in which FWE acquired interests in any Predecessor Assets, transportation agreements, agreements for the sale and purchase of

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<sup>18</sup> **Note to Draft:** To be determined if any FERC regulated transportation agreements need FERC waivers.



Hydrocarbons, processing agreements, and service agreements, including the contracts listed on Exhibit III-F attached hereto (the “Predecessor Contracts”);

(xi) originals of the Records that relate (i) solely to the Predecessor Assets or the Predecessor Obligations, or both, or (ii) to the Predecessor Assets or the Predecessor Obligations, or both, and also to the Wind Down Assets or Wind Down Obligations, or both, and copies of the Records that constitute FWE I Assets and also relate to either or both of the Predecessor Assets or the Predecessor Obligations;

(xii) inventory, equipment, machinery, tools, and other personal property, to the extent located on the Predecessor Facilities or, if located elsewhere, used or held for use exclusively in connection with the Predecessor Oil and Gas Properties or the Predecessor Facilities or charged to the joint account pursuant to the applicable Predecessor Contracts, including those items listed on Exhibit III-G attached thereto;

(xiii) FWE-owned SCADA equipment and all automation systems, including meters and related telemetry, licensed radio frequencies, and associated communications infrastructure including towers, antennas, data links, and network circuits used or held for use exclusively in connection with the Predecessor Oil and Gas Properties and the Predecessor Facilities or for the production of Hydrocarbons therefrom;

(xiv) all cash (subject to the obligation of FWE to deliver the FWE I Cash Amount, the FWE I Suspense Funds, and the Prepaid JIB Cash Amount to FWE I), and all third party deposits, escrow accounts, guarantees, letters of credit, treasury securities, surety bonds, and other forms of credit assurances or credit support provided by a third party for the benefit of FWE for financial assurance exclusively for the obligations and liabilities arising out of or related to any other Predecessor Assets (but not also in part any FWE I Assets), including the Plugging and Abandonment Obligations arising out of or related to any other Predecessor Assets (but not also in part any FWE I Assets), including those items listed on Exhibit III-H attached hereto;

(xv) all agreements and memberships relating solely to well containment/control, clean-up of spills, or other pollution, or the gathering of data relating to certifications required to be made to Governmental Authorities with respect to the Predecessor Assets; and

(xvi) all (i) accounts receivable attributable to the Predecessor Oil and Gas Properties with respect to any period of time, (ii) rights to any payout or recovery for any Casualty occurring on or at any Predecessor Asset, whether occurring prior to, on or after the Plan Effective Date, (iii) instruments and general intangibles (as such terms are defined in the Uniform Commercial Code of the applicable jurisdictions in which the Predecessor Oil and Gas Properties to which such assets relate are located), and other economic benefits attributable to the Predecessor Oil and Gas Properties, (iv) claims of indemnity, contribution, or reimbursement relating to the Predecessor Obligations and (v) Imbalances receivables of FWE attributable to the Predecessor Oil and Gas Properties;

(xvii) all Suspense Funds of FWE to the extent attributable to the Predecessor Oil and Gas Properties (the “Predecessor Suspense Funds”);

(xviii) all rights to any supplemental bonds or other securities (excluding area-wide bonds) held by, or any authorization or permission from, the BOEM, BSEE, or any other Governmental Authority with respect to FWE exclusively for other Predecessor Assets; and

(xix) all other assets and rights of FWE other than FWE I Assets and Wind Down Assets.

Notwithstanding the foregoing, the Predecessor Assets shall include all assets and rights of FWE not expressly included in the FWE I Assets or the Wind Down Assets, but shall exclude any assets expressly allocated to FWE I pursuant to the Plan of Merger.

Part B:

“Predecessor Obligations” means: all of the obligations and liabilities (contractual or otherwise) of FWE of any kind, character or description (whether known or unknown, accrued, absolute, contingent, or otherwise) relating to, arising out of, or with respect to any of the Predecessor Assets, including (i) obligations and liabilities of FWE: (a) relating to the furnishing of makeup gas according to the terms of applicable gas sales, gathering, or transportation Predecessor Contracts and all obligations with respect to Imbalances attributable to FWE III’s ownership interests in any of the Predecessor Oil and Gas Properties; (b) with respect to Royalties arising out of, related to, or attributable to any of the Predecessor Oil and Gas Properties and the Predecessor Suspense Funds, including any reporting and/or mis-reporting, and payment and/or mis-payment of such Royalties or the Predecessor Suspense Funds; (c) constituting or related to Environmental Liabilities arising out of, related to, or attributable to any of the Predecessor Assets; (d) applicable to or imposed on the lessee, owner, operator, holder, responsible party, payor or designated applicant under or with respect to any of the Predecessor Assets, or as required by applicable Laws; (e) constituting or relating to any and all P&A Obligations related to FWE III’s ownership interests in, or operation of, any of the Predecessor Assets; and (f) any and all liabilities and obligations of FWE not expressly included in the FWE I Obligations or the Wind Down Obligations; and (ii) the obligations and liabilities of FWE III specified in Section 6 of the Plan of Merger to the extent attributable to use of the Joint Use Properties with respect to the Predecessor Assets; provided, however, that the Predecessor Obligations do not include any claims, liabilities or obligations satisfied, compromised, settled, released or discharged pursuant to the Plan of Reorganization and Confirmation Order.

**Schedule of Exhibits**<sup>19</sup>

Exhibit A:	Certificate of Merger
Exhibit B:	Certificate of Formation – FWE I
Exhibit I-A(i):	FWE I Leases
Exhibit I-A(ii):	FWE I Deep Rights
Exhibit I-B:	FWE I Wells
Exhibit I-C(i)	FWE I Platforms
Exhibit I-C(ii)	FWE I Facilities
Exhibit I-D(i)	FWE I Rights of Way Acquired Pursuant to Apache PSA
Exhibit I-D(ii)	FWE I RUEs
Exhibit I-E	FWE I FCC Licenses
Exhibit I-F	FWE I Contracts
Exhibit I-G	FWE I Inventory
Exhibit I-H	FWE I Deposits/Escrows/Credit Support
Exhibit I-I	Subsidiaries and Equity Interests
Exhibit I-J	FWE II Retained Properties
Exhibit I-K(i)	Incremental Interests – Leases
Exhibit I-K(ii)	Incremental Interests – Wells
Exhibit I-K(iii)	Incremental Interests – Platforms and Facilities
Exhibit II-A:	Wind Down Leases <sup>20</sup>

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<sup>19</sup> **Note to Draft:** **FWE I Exhibits to the Plan of Merger.** Exhibits I-A(i) through I-K(iii) to Schedule 1 to the Plan of Merger (collectively, the “FWE I Exhibits”) set forth a list of Legacy Apache Properties, which FWE I Exhibits the Apache PSA Parties and the Fieldwood PSA Parties hereto respectively acknowledge are subject to the ongoing review and consent rights of the Consenting Creditors under the RSA (which consent has not yet been provided), and the Apache PSA Parties and Fieldwood PSA Parties agree that the FWE I Exhibits are subject to modification based on such review to be consistent with the Apache Term Sheet.

<sup>20</sup> **Note to Draft:** Exhibits II-A – II-G to be attached to Executed Plan of Merger.

Exhibit II-B:	Wind Down Wells
Exhibit II-C(i)	Wind Down Platforms
Exhibit II-C(ii)	Wind Down Facilities
Exhibit II-D(i)	Wind Down Rights of Way
Exhibit II-D(ii)	Wind Down RUEs
Exhibit II-E	Wind Down FCC Licenses
Exhibit II-F	Wind Down Contracts
Exhibit II-G	Wind Down Inventory
Exhibit III-A:	Predecessor Leases <sup>21</sup>
Exhibit III-B:	Predecessor Wells
Exhibit III-C(i)	Predecessor Platforms
Exhibit III-C(ii)	Predecessor Facilities
Exhibit III-D(i)	Predecessor Rights of Way
Exhibit III-D(ii)	Predecessor RUEs
Exhibit III-E	Predecessor FCC Licenses
Exhibit III-F	Predecessor Contracts
Exhibit III-G	Predecessor Inventory
Exhibit III-H	Predecessor Deposits/Escrows/Credit Support

[End of Schedule of Exhibits]

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<sup>21</sup> **Note to Draft:** Exhibits III-A – III-H to be attached to Executed Plan of Merger

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Exhibit I-A(i)

Field	Block	Lease	Type	Rights	Date Le Eff	Date Le Exp	Le Cur Acres	Operator	WI	0.6%	Lease Status
LOUISIANA NON-OPERATED	—	12503	SL- LA	ORRI	—	—	—	—	—	0.6%	TERMIN
LOUISIANA NON-OPERATED	—	06618	SL- LA	ORRI	—	—	—	—	—	5.2%	—
BRAZOS 491	BA 491	G06069	Federal	RT	10/1/1983		5,760	Fieldwood En		100.0%	TERMIN
BRAZOS A-102/A-105	BA A105	G01757	Federal	RT	7/1/1968		5,760	Fieldwood En		12.5%	PROD
BRAZOS A-102/A-105	BA A-105	G01757	Federal	RT A	7/1/1968		5,760	Fieldwood En		12.5%	PROD
BRAZOS A-133	BA A133	G02665	Federal	OP	7/1/1974		5,760	GOM Shelf		12.5%	PROD
BRAZOS A-133	BA A-133	G02665	Federal	RT	7/1/1974		5,760	GOM Shelf		25.0%	PROD
\$0 Liability	BA A19	G33399	Federal	RT	1/1/2010	12/31/2014	5,760	Apache Shelf Exp		100.0%	EXPIR
\$0 Liability	BA A47	G03940	Federal	RT	3/1/1979	9/21/2014	5,760	Fieldwood En		33.3%	TERMIN
\$0 Liability	BA A47	G03940	Federal	OP	3/1/1979	9/21/2014	5,760	Fieldwood En		100.0%	TERMIN
\$0 Liability	BA A69	G32733	Federal	RT	11/1/2008	10/31/2013	5,760	Apache Shelf Exp		100.0%	EXPIR
\$0 Liability	BS 39	G33683	Federal	RT	7/1/2010	5/20/2015	1,237	Petsec En		18.8%	RELINQ
BRETON SOUND 41	BS 41	G21142	Federal	OP 2	5/1/1999	1/26/2014	4,995	Fieldwood En Off		13.1%	TERMIN
BRETON SOUND 41	BS 41	G21142	Federal	Contractual	5/1/1999	1/26/2014	4,995	Fieldwood En Off		TBD	TERMIN
\$0 Liability	BS 42	G33684	Federal	RT	7/1/2010	5/13/2015	4,552	Apache Shelf Exp		37.5%	RELINQ
CHANDELEUR 42/43	CA 42	G32267	Federal	OP 1	7/1/2008	6/21/2019	5,000	Fieldwood En		50.0%	RELINQ
CHANDELEUR 42/43	CA 43	G32268	Federal	OP 1	7/1/2008		5,000	Fieldwood En		50.0%	PROD
\$0 Liability	DD 253	G10426	Federal	RT	6/1/1990	9/8/2014	5,760	Apache Shelf Exp		100.0%	EXPIR
\$0 Liability	DD 297	G10427	Federal	RT	6/1/1990	9/8/2014	5,760	Apache Shelf Exp		100.0%	EXPIR
\$0 Liability	EB 128	G34034	Federal	RT	4/1/2012	3/15/2016	165	Apache Shelf Exp		100.0%	RELINQ
\$0 Liability	EB 172	G34035	Federal	RT	4/1/2012	3/15/2016	5,760	Apache Shelf Exp		100.0%	RELINQ
\$0 Liability	EC 12	G34220	Federal	RT	8/1/2012	7/7/2016	5,000	Apache Shelf Exp		100.0%	RELINQ
EAST CAMERON 9/14	EC 14	G13572	Federal	RT	7/1/1992	5/16/2005	2,544	Fieldwood En		100.0%	TERMIN
\$0 Liability	EC 171	G34228	Federal	RT	9/1/2012	8/17/2016	5,000	Apache Shelf Exp		100.0%	RELINQ
\$0 Liability	EC 172	G17858	Federal	RT	7/1/1997	1/22/2016	5,000	Fieldwood En		100.0%	TERMIN
\$0 Liability	EC 178	G34229	Federal	RT	10/1/2012	7/24/2015	5,000	Apache Shelf Exp		100.0%	RELINQ
\$0 Liability	EC 179	G34230	Federal	RT	10/1/2012	7/24/2015	5,000	Apache Shelf Exp		100.0%	RELINQ
\$0 Liability	EC 185	G34796	Federal	RT	6/1/2013	5/25/2017	5,000	Fieldwood En		100.0%	RELINQ
EAST CAMERON 2 - (SL LA)	EC 2	18121	SL- LA	WI	5/12/2004	1/0/1900	220	Fieldwood		50.0%	ACTIVE
EAST CAMERON 2 - (SL LA)	EC 2	16473	SL- LA	WI	7/13/1999	7/15/2015	148	Apache		89.1%	RELINQ
EAST CAMERON 2 - (SL LA)	EC 2	16475	SL- LA	WI	7/19/1999	—	134.75	Apache		89.1%	ACTIVE
\$0 Liability	EC 222	G02037	Federal	OP 1	2/1/1971	11/24/2015	5,000	Talos		17.9%	TERMIN
\$0 Liability	EC 222	G02037	Federal	OP 2	2/1/1971	11/24/2015	5,000	Talos		17.9%	TERMIN
\$0 Liability	EC 229	G34232	Federal	RT	10/1/2012	9/16/2016	5,000	Apache Shelf Exp		100.0%	RELINQ
\$0 Liability	EC 230	G34233	Federal	RT	10/1/2012	9/16/2016	5,000	Apache Shelf Exp		100.0%	RELINQ
\$0 Liability	EC 24	G04098	Federal	RT	10/1/1979	2/12/2014	5,000	Apex O&G		18.0%	TERMIN
\$0 Liability	EC 24	G04098	Federal	OP 2	10/1/1979	2/12/2014	5,000	Apex O&G		31.3%	TERMIN
\$0 Liability	EC 24	G04098	Federal	OP 3	10/1/1979	2/12/2014	5,000	Apex O&G		30.3%	TERMIN
\$0 Liability	EC 242	G34234	Federal	RT	10/1/2012	9/16/2016	5,000	Apache Shelf Exp		100.0%	RELINQ
\$0 Liability	EC 243	G34235	Federal	RT	10/1/2012	9/16/2016	5,000	Apache Shelf Exp		100.0%	RELINQ
\$0 Liability	EC 261	G00971	Federal	RT	6/1/1962	1/14/2016	5,000	Fieldwood En		100.0%	TERMIN
\$0 Liability	EC 263	G33072	Federal	RT	6/1/2009	5/31/2014	5,000	Apache Shelf Exp		100.0%	EXPIR
\$0 Liability	EC 264	G01880	Federal	RT	3/1/1969	7/11/2016	5,000	Fieldwood En		100.0%	TERMIN
EAST CAMERON 265 / 278	EC 265	G00972	Federal	RT	6/1/1962	1/30/2019	5,000	Fieldwood En		50.0%	RELINQ
\$0 Liability	EC 270	G02045	Federal	RT	1/1/1971	6/7/2013	2,500	Apache		70.0%	TERMIN
EAST CAMERON 265 / 278	EC 278	G00974	Federal	RT	6/1/1962	10/3/2016	5,000	Fieldwood En		50.0%	TERMIN
\$0 Liability	EC 292	G34237	Federal	RT	9/1/2012	8/23/2016	5,000	Apache Shelf Exp		100.0%	RELINQ
\$0 Liability	EC 293	G34238	Federal	RT	9/1/2012	8/23/2016	5,000	Apache Shelf Exp		100.0%	RELINQ
\$0 Liability	EC 294	G34239	Federal	RT	9/1/2012	8/23/2016	5,000	Apache Shelf Exp		100.0%	RELINQ
\$0 Liability	EC 310	G34240	Federal	RT	11/1/2012	10/4/2016	5,000	Apache Shelf Exp		100.0%	RELINQ
*No FW lease ownership	EC 328	G10638	Federal	RT	5/1/1989		5,000	Arena Off		100.0%	PROD
\$0 Liability	EC 33	G01972	Federal	OP	9/1/1970	2/15/2016	1,250	Merit En		15.6%	TERMIN
*No FW asset ownership	EC 335	G02439	Federal	OP	8/1/1973	6/6/2015	5,000	Energy XXI GOM		14.0%	TERMIN
EAST CAMERON 338	EC 338	G02063	Federal	RT	2/1/1971		5,000	Anadarko US Off		15.7%	PROD
EAST CAMERON 37	EC 37	G25933	Federal	RT	5/1/2004	9/27/2014	2,608	Probe Res US		100.0%	TERMIN
\$0 Liability	EC 370	G33073	Federal	RT	6/1/2009	5/31/2014	5,000	Apache Shelf Exp		100.0%	EXPIR
*No FW asset ownership	EC 71	G13576	Federal	RT	9/1/1992		5,000	EC Off Prop		100.0%	SOP
EAST CAMERON 14	EC 9/14	G01440	Federal	RT	4/1/1966		3,152	Fieldwood En		100.0%	PROD
EAST CAMERON 9/14	EC 9/14	G01440	Federal	OP 1	4/1/1966		3,152	Fieldwood En		100.0%	PROD
EUGENE ISLAND 010	EI 10	G23851	Federal	RT	7/1/2002		2,303	Contango Op		50.0%	PROD
EUGENE ISLAND 010	EI 10	G23851	Federal	OP 2	7/1/2002		2,303	Contango Op		50.0%	PROD
\$0 Liability	EI 105	00797	Federal	RT	5/1/1960	12/9/2013	5,000	Fieldwood En		100.0%	TERMIN
EUGENE ISLAND 105/106	EI 106	G17966	Federal	RT A	7/1/1997	8/4/2013	5,000	Apache		50.0%	TERMIN
EUGENE ISLAND 105/106	EI 106	G17966	Federal	RT B	7/1/1997	8/4/2013	5,000	Apache		100.0%	TERMIN
\$0 Liability	EI 107	G15241	Federal	RT	9/1/1995	9/1/2013	5,000	Apache		75.0%	TERMIN
\$0 Liability	EI 108	G03811	Federal	OP 1	6/1/1978	11/22/2015	5,000	Fieldwood En		60.0%	TERMIN
\$0 Liability	EI 108	G03811	Federal	RT A	6/1/1978	11/22/2015	5,000	Fieldwood En		60.0%	TERMIN
\$0 Liability	EI 108	G03811	Federal	RT B	6/1/1978	11/22/2015	5,000	Fieldwood En		71.3%	TERMIN
\$0 Liability	EI 116	G34292	Federal	RT	9/1/2012	8/31/2017	5,000	Apache Shelf Exp		100.0%	EXPIR
\$0 Liability	EI 117	G34293	Federal	RT	10/1/2012	9/16/2016	5,000	Apache Shelf Exp		100.0%	RELINQ
\$0 Liability	EI 118	G15242	Federal	RT A	7/1/1995	12/17/2015	5,000	Black Elk En Off Op		25.0%	TERMIN
\$0 Liability	EI 118	G15242	Federal	RT B	7/1/1995	12/17/2015	5,000	Fieldwood En		75.0%	TERMIN
EUGENE IS. 119/120/125/126	EI 119	00049	Federal	RT A	8/28/1945		5,000	Fieldwood En		50.0%	PROD
EUGENE IS. 119/120/125/126	EI 119	00049	Federal	RT B	8/28/1945		5,000	Fieldwood En		100.0%	PROD
EUGENE IS. 119/120/125/126	EI 120	00050	Federal	RT	8/28/1945		5,000	Fieldwood En		100.0%	PROD
EUGENE IS. 119/120/125/126	EI 125	00051	Federal	RT	8/28/1945	—	5,000	Fieldwood En		100.0%	OPERNs
EUGENE IS. 119/120/125/126	EI 126	00052	Federal	RT	8/28/1945		5,000	Fieldwood En		100.0%	PROD
EUGENE IS. 119/120/125/126	EI 126	00052	Federal	OP	8/28/1945		5,000	Fieldwood En		75.0%	PROD
\$0 Liability	EI 128	G34294	Federal	RT	10/1/2012	9/16/2016	3,427	Apache Shelf Exp		100.0%	RELINQ
\$0 Liability	EI 131	G33625	Federal	RT	6/1/2010	4/30/2015	5,000	Apache Shelf Exp		100.0%	RELINQ
\$0 Liability	EI 132	G33626	Federal	RT	6/1/2010	4/30/2015	5,000	Apache Shelf Exp		100.0%	RELINQ
\$0 Liability	EI 135	G34296	Federal	RT	10/1/2012	8/26/2015	5,000	Apache Shelf Exp		100.0%	RELINQ
EUGENE IS. 136/158	EI 136	G03152	Federal	RT	7/1/1975		5,000	Fieldwood En		100.0%	PROD
\$0 Liability	EI 156	G16353	Federal	OP	6/1/1996	8/24/2014	5,000	Black Elk En Off Op		50.0%	TERMIN
EUGENE IS. 136/158	EI 158	G01220	Federal	RT	6/1/1962		5,000	Fieldwood En		100.0%	PROD
EUGENE IS. 173/174/175	EI 173	G13622	Federal	RT	7/1/1992		5,000	Fieldwood En		100.0%	PROD
EUGENE IS. 173/174/175	EI 174	G03782	Federal	RT	6/1/1978		5,000	Arena Off		100.0%	PROD
EUGENE IS. 173/174/175	EI 174	G03782	Federal	OP	6/1/1978		5,000	Arena Off		30.0%	PROD
EUGENE IS. 173/174/175	EI 175	00438	Federal	OP 1	12/1/1954	—	5,000	Fieldwood En		75.0%	PROD
EUGENE IS. 187/189	EI 187	G10736	Federal	RT	7/1/1989		5,000	Fieldwood En		100.0%	PROD
EUGENE ISLAND 188	EI 188	00443	Federal	RT	1/1/1955	4/30/2010	5,000	Apache		100.0%	TERMIN
EUGENE ISLAND 188	EI 189	00423	Federal	RT	12/1/1954		3,750	Fieldwood En		100.0%	PROD
\$0 Liability	EI 196	00802	Federal	RT	5/1/1960	3/25/2019	3,516	Fieldwood En		50.0%	RELINQ
\$0 Liability	EI 196	00802	Federal	OP	5/1/1960	3/25/2019	3,516	Fieldwood En		100.0%	RELINQ
\$0 Liability	EI 196	G13821	Federal	OP 2	5/1/1960	3/22/2019	1,484	Arena Off		100.0%	RELINQ
\$0 Liability	EI 196	G13821	Federal	OP 4	5/1/1960	3/22/2019	1,484	Arena Off		100.0%	RELINQ
\$0 Liability	EI 20	G34286	Federal	RT	10/1/2012	8/19/2016	3,582	Castex Off		50.0%	RELINQ
\$0 Liability	EI 207	G34301	Federal	RT	8/1/2012	7/7/2016	5,000	Apache Shelf Exp		100.0%	RELINQ
*No FW asset ownership	EI 208	00577	Federal	OP	9/1/1955		2,500	ANKOR En		100.0%	PROD
EUGENE IS. 211/212 / SHIP SHOAL 175/176	EI 211	G05502	Federal	RT B	7/1/1983		5,000	Fieldwood En		66.7%	UNIT
EUGENE IS. 211/212 / SHIP SHOAL 175/176	EI 211	G05502	Federal	OP	7/1/1983		5,000	Chevron USA		66.7%	UNIT
EUGENE IS. 211/212 / SHIP SHOAL 175/176	EI 212	G05503	Federal	RT B	7/1/1983		5,000	Fieldwood En		66.7%	UNIT
EUGENE IS. 211/212 / SHIP SHOAL 175/176	EI 212	G05503	Federal	OP	7/1/1983		5,000	Chevron USA		66.7%	UNIT
\$0 Liability	EI 216	G34303	Federal	RT	8/1/2012	7/7/2016	5,000	Apache Shelf Exp		100.0%	RELINQ

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Exhibit I-A(i)

Field	Block	Lease	Type	Rights	Date Le Eff	Date Le Exp	Le Cur Acres	Operator	WI	Lease Status
EUGENE ISLAND 196/217/227	EI 217	G00978	Federal	RT	5/1/1962	3/22/2019	5,000	Arena Off	25.0%	RELINQ
EUGENE IS. 266	EI 224	G05504	Federal	ORRI	7/1/1983		5,000	Castex Off	10.0%	PROD
EUGENE IS. 266	EI 224	G05504	Federal	RT	7/1/1983		5,000	Castex Off	100.0%	PROD
EUGENE ISLAND 196/217/227	EI 227	00809	Federal	RT	5/1/1960	3/25/2019	5,000	Arena Off	50.0%	RELINQ
EUGENE ISLAND 196/217/227	EI 227	G36745	Federal	ORRI	11/1/2019		5,000	Arena Off	6.25%	PRIMARY
EUGENE ISLAND 196/217/227	EI 227	G36745	Federal	ORRI	11/1/2019		5,000	Arena Off	4.17%	PRIMARY
EUGENE ISLAND 224/266	EI 246	00810	Federal	OP 1	5/1/1960		5,000	Fieldwood En	25.0%	UNIT
EUGENE ISLAND 224/266	EI 246	00810	Federal	OP 2	5/1/1960		5,000	Fieldwood En	75.0%	UNIT
EUGENE ISLAND 224/266	EI 246	00810	Federal	RT	5/1/1960		5,000	Fieldwood En	75.0%	UNIT
EUGENE ISLAND 224/266	EI 246	00810	Federal	ORRI	5/1/1960	-	5,000	Sanare En Part	6.3%	UNIT
EUGENE ISLAND 255	EI 255	G01958	Federal	RT	1/1/1970		2,500	Cox Op	2.0%	PROD
EUGENE ISLAND 255	EI 255	G01958	Federal	OP 3	1/1/1970		2,500	Cox Op	77.2%	PROD
EUGENE ISLAND 255	EI 255	G01958	Federal	OP 4	1/1/1970		2,500	Cox Op	38.6%	PROD
\$0 Liability	EI 266	00811	Federal	OP 1	5/1/1960		5,000	Fieldwood En	25.0%	UNIT
\$0 Liability	EI 266	00811	Federal	OP 2	5/1/1960		5,000	Fieldwood En	75.0%	UNIT
\$0 Liability	EI 266	00811	Federal	RT	5/1/1960		5,000	Fieldwood En	75.0%	UNIT
\$0 Liability	EI 267	00812	Federal	OP	5/1/1960		5,000	Fieldwood En	25.0%	UNIT
\$0 Liability	EI 267	00812	Federal	OP 2	5/1/1960		5,000	Fieldwood En	75.0%	UNIT
\$0 Liability	EI 267	00812	Federal	RT	5/1/1960		5,000	Fieldwood En	75.0%	UNIT
\$0 Liability	EI 269	00813	Federal	OP 1	5/1/1960		5,000	Fieldwood En	25.0%	UNIT
\$0 Liability	EI 269	00813	Federal	OP 2	5/1/1960		5,000	Fieldwood En	75.0%	UNIT
\$0 Liability	EI 269	00813	Federal	RT	5/1/1960		5,000	Fieldwood En	75.0%	UNIT
\$0 Liability	EI 280	G23876	Federal	RT	5/1/2002	1/19/2014	5,000	Energy XXI GOM	18.8%	TERMIN
\$0 Liability	EI 281	G09591	Federal	RT	5/1/1988	7/5/2016	5,000	Bennu O&G	90.5%	TERMIN
\$0 Liability	EI 281	G09591	Federal	OP 1	5/1/1988	7/5/2016	5,000	Bennu O&G	45.3%	TERMIN
\$0 Liability	EI 281	G09591	Federal	OP 2	5/1/1988	7/5/2016	5,000	Bennu O&G	45.3%	TERMIN
\$0 Liability	EI 281	G09591	Federal	OP 3	5/1/1988	7/5/2016	5,000	Bennu O&G	45.3%	TERMIN
\$0 Liability	EI 282	G09592	Federal	RT	6/1/1988	7/5/2016	5,000	Apache	75.0%	TERMIN
\$0 Liability	EI 282	G09592	Federal	OP 1	6/1/1988	7/5/2016	5,000	Apache	75.0%	TERMIN
\$0 Liability	EI 282	G09592	Federal	OP 2	6/1/1988	7/5/2016	5,000	Apache	75.0%	TERMIN
\$0 Liability	EI 29	G34287	Federal	RT	12/1/2012	11/22/2016	5,000	Apache Shelf Exp	50.0%	RELINQ
EUGENE IS. 307	EI 307	G02110	Federal	OP	2/1/1971	11/4/2019	2,500	Fieldwood En Off	25.0%	TERMIN
SOUTH MARSH IS. 142 / EUGENE IS. 312	EI 312	G22679	Federal	RT	6/1/2001	8/7/2020	5,000	Fieldwood En	100.0%	TERMIN
SOUTH MARSH IS. 142 / EUGENE IS. 312	EI 312	G22679	Federal	ORRI	6/1/2001	8/7/2020	5,000	Fieldwood En	8.3%	TERMIN
\$0 Liability	EI 313	G02608	Federal	RT	5/1/1974	6/23/2016	5,000	Arena Off	50.0%	TERMIN
\$0 Liability	EI 313	G02608	Federal	OP 1	5/1/1974	6/23/2016	5,000	Arena Off	50.0%	TERMIN
\$0 Liability	EI 313	G02608	Federal	OP 2	5/1/1974	6/23/2016	5,000	Arena Off	50.0%	TERMIN
EUGENE IS. 315/316/329	EI 315	G02112	Federal	RT	8/1/1974		2,500	Fieldwood En	50.0%	TERMIN
EUGENE IS. 315/316/329	EI 315	G02112	Federal	OP	8/1/1974		2,500	Fieldwood En	50.0%	TERMIN
EUGENE IS. 315/316/329	EI 315	G24912	Federal	RT	5/1/2003		2,500	Fieldwood En	100.0%	PROD
EUGENE IS. 315/316/329	EI 316	G05040	Federal	RT	4/1/1982		5,000	Fieldwood En	100.0%	PROD
EUGENE IS. 315/316/329	EI 329	G02912	Federal	RT	12/1/1974		5,000	Fieldwood En	100.0%	TERMIN
EUGENE IS. 330	EI 330	G02115	Federal	Contractual	1/1/1971		5,000	Fieldwood En	63.0%	UNIT
EUGENE IS. 330	EI 330	G02115	Federal	OP 7	1/1/1971		5,000	Fieldwood En	47.0%	UNIT
EUGENE IS. 330	EI 330	G02115	Federal	OP 6	1/1/1971		5,000	Fieldwood En	47.0%	UNIT
EUGENE IS. 330	EI 330	G02115	Federal	OP 5	1/1/1971		5,000	Fieldwood En	47.0%	UNIT
EUGENE IS. 330	EI 330	G02115	Federal	OP 4	1/1/1971		5,000	Fieldwood En	47.0%	UNIT
EUGENE IS. 330	EI 330	G02115	Federal	OP 3	1/1/1971		5,000	Fieldwood En	47.0%	UNIT
EUGENE IS. 330	EI 330	G02115	Federal	OP 2	1/1/1971		5,000	Fieldwood En	47.0%	UNIT
EUGENE IS. 330	EI 330	G02115	Federal	RT	1/1/1971		5,000	Fieldwood En	42.0%	UNIT
EUGENE IS. 330	EI 330	G02115	Federal	RT	1/1/1971		5,000	Fieldwood En	23.0%	UNIT
EUGENE IS. 330	EI 330	G02115	Federal	OP 7	1/1/1971		5,000	Fieldwood En	23.0%	UNIT
EUGENE IS. 330	EI 330	G02115	Federal	OP 6	1/1/1971		5,000	Fieldwood En	23.0%	UNIT
EUGENE IS. 330	EI 330	G02115	Federal	OP 5	1/1/1971		5,000	Fieldwood En	23.0%	UNIT
EUGENE IS. 330	EI 330	G02115	Federal	OP 4	1/1/1971		5,000	Fieldwood En	23.0%	UNIT
EUGENE IS. 330	EI 330	G02115	Federal	OP 3	1/1/1971		5,000	Fieldwood En	23.0%	UNIT
EUGENE IS. 330	EI 330	G02115	Federal	OP 2	1/1/1971		5,000	Fieldwood En	23.0%	UNIT
EUGENE IS. 333/334	EI 333	G02317	Federal	RT	2/1/1973	8/29/2020	5,000	Fieldwood En	100.0%	TERMIN
EUGENE IS. 333/334	EI 334	G15263	Federal	RT	7/1/1995	8/29/2020	5,000	Fieldwood En	100.0%	TERMIN
EUGENE IS. 337	EI 337	G03332	Federal	RT	3/1/1976		5,000	Fieldwood En	100.0%	UNIT
EUGENE IS. 337	EI 337	G3332	Federal	ORRI	3/1/1976			Fieldwood En	0.1%	UNIT
EUGENE IS. 337	EI 337	G03332	Federal	OP 4	3/1/1976		5,000	Fieldwood En	98.0%	UNIT
EUGENE IS. 337	EI 337	G03332	Federal	OP 1	3/1/1976		5,000	Fieldwood En	100.0%	UNIT
EUGENE IS. 337	EI 337	G03332	Federal	OP 3	3/1/1976		5,000	Fieldwood En	100.0%	UNIT
EUGENE IS. 342/343	EI 342	G02319	Federal	RT A	2/1/1973		5,000	Fieldwood En	50.0%	TERMIN
EUGENE IS. 342/343	EI 342	G02319	Federal	RT B	2/1/1973		5,000	Fieldwood En	75.0%	TERMIN
EUGENE IS. 342/343	EI 342	G02319	Federal	OP 1	2/1/1973		5,000	Fieldwood En	75.0%	TERMIN
EUGENE IS. 342/343	EI 342	G02319	Federal	OP 2	2/1/1973		5,000	Fieldwood En	61.8%	TERMIN
EUGENE IS. 345/346	EI 345	G21647	Federal	RT	7/1/2000	8/21/2019	5,000	Fieldwood En	50.0%	TERMIN
EUGENE IS. 345/346	EI 346	G14482	Federal	RT	6/1/1994		5,000	Arena Off	100.0%	PROD
EUGENE IS. 353/354	EI 353	G03783	Federal	OP	6/1/1978	8/26/2020	5,000	Fieldwood En	100.0%	TERMIN
EUGENE IS. 337	EI 354	G10752	Federal	RT	5/1/1989		5,000	Fieldwood En	100.0%	PROD
EUGENE IS. 337	EI 354	G10752	Federal	OP	5/1/1989		5,000	Fieldwood En	67.0%	PROD
EUGENE IS. 353/354	EI 361	G02324	Federal	RT	2/1/1973		5,000	Cox Op	12.4%	PROD
EUGENE IS. 53	EI 53	00479	Federal	OP 1	12/1/1954		5,000	EnVen En Vent	66.7%	PROD
EUGENE IS. 53	EI 53	00479	Federal	OP	12/1/1954		5,000	EnVen En Vent	100.0%	PROD
EUGENE ISLAND 57/58	EI 57	G02601	Federal	OP 2	5/1/1974	3/27/2020	5,000	Talos	31.7%	TERMIN
EUGENE ISLAND 57/58	EI 57	G02601	Federal	OP 4	5/1/1974	3/27/2020	5,000	ANKOR En	15.8%	TERMIN
\$0 Liability	EI 88	G10721	Federal	OP	7/1/1989	2/22/2016	5,000	Fieldwood En	75.0%	TERMIN
EUGENE ISLAND 88/89/90/93/94/95	EI 89	00044	Federal	OP	8/28/1945	2/22/2016	5,000	Fieldwood En	75.0%	TERMIN
EUGENE ISLAND 88/89/90/93/94/95	EI 89	00044	Federal	OP 2	8/28/1945	2/22/2016	5,000	Fieldwood En	75.0%	TERMIN
*No FW asset ownership	EI 90	00229	Federal	OP	11/19/1948	2/22/2016	1,250	Fieldwood En	75.0%	TERMIN
\$0 Liability	EI 93	00228	Federal	OP	11/19/1948	2/22/2016	2,500	Fieldwood En	75.0%	TERMIN
\$0 Liability	EI 94	G05488	Federal	OP	7/1/1983	2/22/2016	5,000	Fieldwood En	75.0%	TERMIN
\$0 Liability	EI 95	00046	Federal	OP	8/28/1945	2/22/2016	5,000	Fieldwood En	75.0%	TERMIN
\$0 Liability	EW 525	G33704	Federal	RT	7/1/2010	6/19/2015	2,420	Apache Shelf Exp	46.9%	RELINQ
\$0 Liability	EW 526	G33134	Federal	RT	6/1/2009	5/31/2014	3,517	Apache Shelf Exp	100.0%	EXPIR
\$0 Liability	EW 781	G33137	Federal	RT	6/1/2009	5/31/2014	309	Apache Shelf Exp	100.0%	EXPIR
EWING BANK 826/782 / SOUTH TIMBALIER 291	EW 782	G31470	Federal	RT	12/1/2007		1,093	Fieldwood En	100.0%	PROD
\$0 Liability	EW 789	G33139	Federal	RT	7/1/2009	4/30/2015	5,760	Apache Shelf Exp	100.0%	RELINQ
EWING BANK 826/782 / SOUTH TIMBALIER 291	EW 826	G05800	Federal	RT	7/1/1983		5,760	BP E&P	100.0%	PROD
\$0 Liability	EW 905	G34415	Federal	RT	8/1/2012	7/7/2016	1,007	Apache Shelf Exp	100.0%	RELINQ
\$0 Liability	EW 906	G33708	Federal	RT	6/1/2010	4/7/2016	1,084	Apache Shelf Exp	100.0%	RELINQ
\$0 Liability	EW 949	G34877	Federal	RT	8/1/2013	7/7/2016	5,760	Apache Shelf Exp	100.0%	RELINQ
\$0 Liability	EW 950	G33709	Federal	RT	6/1/2010	4/7/2016	5,760	Apache Shelf Exp	100.0%	RELINQ
\$0 Liability	FM 411	G08361	Federal	RT	8/1/1986	1/30/2015	5,760	Chevron USA	24.3%	EXPIR
\$0 Liability	FM 412	G08362	Federal	RT	8/1/1986	1/30/2015	5,760	Chevron USA	16.0%	EXPIR
\$0 Liability	FM 455	G08363	Federal	RT	8/1/1986	1/30/2015	5,760	Chevron USA	24.2%	EXPIR
\$0 Liability	FM 456	G08364	Federal	RT	8/1/1986	1/30/2015	5,760	Chevron USA	24.3%	EXPIR
\$0 Liability	FM 499	G08365	Federal	RT	8/1/1986	1/30/2015	5,760	Chevron USA	24.3%	EXPIR
\$0 Liability	FM 500	G08366	Federal	RT	8/1/1986	1/30/2015	5,760	Chevron USA	16.0%	EXPIR
\$0 Liability	FM 543	G08367	Federal	RT	8/1/1986	1/30/2015	5,760	Chevron USA	24.3%	EXPIR
\$0 Liability	FM 587	G08368	Federal	RT	8/1/1986	1/30/2015	5,760	Chevron USA	24.3%	EXPIR
GALVESTON 151	GA 151	G15740	Federal	RT	11/1/1995	4/12/2016	4,804	Fieldwood En	33.3%	TERMIN



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Exhibit I-A(i)

Field	Block	Lease	Type	Rights	Date Le Eff	Date Le Exp	Le Cur Acres	Operator	WI	Lease Status
HIGH IS. 179 / GA 180	GA 180	G03228	Federal	RT	9/1/1975		5,760	Fieldwood En	100.0%	UNIT
HIGH ISLAND 179	GA 192	G03229	Federal	CONT	9/1/1975		5,760	Arena Off	90.0%	UNIT
GALVESTON 210	GA 210	G25524	Federal	OP 1	12/1/2003		5,760	Fieldwood En	83.3%	PROD
GALVESTON 210	GA 210	G25524	Federal	OP 3	12/1/2003		5,760	Fieldwood En	66.7%	PROD
GALVESTON 210	GA 210	G25524	Federal	OP 3	12/1/2003		5,760	Fieldwood En	66.7%	PROD
GALVESTON 210	GA 210	G25524	Federal	OP	12/1/2003		5,760	Fieldwood En	83.3%	PROD
\$0 Liability	GA 343	G06105	Federal	RT	10/1/1983	1/19/2014	5,760	Black Elk En Off Op	12.5%	TERMIN
\$0 Liability	GA 343	G06105	Federal	OP	10/1/1983	1/19/2014	5,760	Black Elk En Off Op	37.5%	TERMIN
\$0 Liability	GB 85	G34515	Federal	RT	8/1/2012	7/7/2016	4,450	Apache Shelf Exp	100.0%	RELINQ
\$0 Liability	GI 104	G33671	Federal	RT	7/1/2010	6/10/2015	5,000	Apache Shelf Exp	46.9%	RELINQ
GRAND ISLE 110/116	GI 110	G13943	Federal	RT	8/1/1993		5,000	Fieldwood En	50.0%	UNIT
GRAND ISLE 110/116	GI 116	G13944	Federal	RT	7/1/1993		5,000	Fieldwood En	50.0%	UNIT
\$0 Liability	GI 117	G32232	Federal	RT	8/1/2008	7/31/2013	4,540	Apache	100.0%	EXPIR
GRAND ISLE 43 (G132-52/ WD67-71, 94-96)	GI 32	00174	Federal	RT	7/17/1948		2,500	GOM Shelf	75.0%	UNIT
GRAND ISLE 43 (G132-52/ WD67-71, 94-96)	GI 32	00174	Federal	OP 2	7/17/1948		2,500	GOM Shelf	37.5%	UNIT
\$0 Liability	GI 32	G01580	Federal	RT	7/1/1967	3/15/2016	2,500	BP Am Prod	75.0%	TERMIN
\$0 Liability	GI 32	G01580	Federal	OP	7/1/1967	3/15/2016	2,500	BP Am Prod	37.5%	TERMIN
\$0 Liability	GI 33	G04002	Federal	RT	3/1/1979	2/24/2017	5,000	Fieldwood En	100.0%	RELINQ
GRAND ISLE 43 (G132-52/ WD67-71, 94-96)	GI 39	00127	Federal	RT	4/21/1947		2,500	GOM Shelf	75.0%	UNIT
GRAND ISLE 43 (G132-52/ WD67-71, 94-96)	GI 39	00127	Federal	OP 2	4/21/1947		2,500	GOM Shelf	37.5%	UNIT
GRAND ISLE 43 (G132-52/ WD67-71, 94-96)	GI 39	00126	Federal	RT	4/21/1947		2,500	GOM Shelf	75.0%	UNIT
GRAND ISLE 43 (G132-52/ WD67-71, 94-96)	GI 39	00126	Federal	OP 2	4/21/1947		2,500	GOM Shelf	37.5%	UNIT
GRAND ISLE 43 (G132-52/ WD67-71, 94-96)	GI 40	00128	Federal	RT	4/21/1947		5,000	GOM Shelf	75.0%	UNIT
GRAND ISLE 43 (G132-52/ WD67-71, 94-96)	GI 40	00128	Federal	OP 2	4/21/1947		5,000	GOM Shelf	37.5%	UNIT
GRAND ISLE 43 (G132-52/ WD67-71, 94-96)	GI 41	00129	Federal	RT	4/21/1947		2,500	GOM Shelf	75.0%	UNIT
GRAND ISLE 43 (G132-52/ WD67-71, 94-96)	GI 41	00129	Federal	OP 2	4/21/1947		2,500	GOM Shelf	37.5%	UNIT
GRAND ISLE 43 (G132-52/ WD67-71, 94-96)	GI 41	00130	Federal	RT	4/21/1947		2,500	GOM Shelf	75.0%	UNIT
GRAND ISLE 43 (G132-52/ WD67-71, 94-96)	GI 41	00130	Federal	OP 2	4/21/1947		2,500	GOM Shelf	37.5%	UNIT
GRAND ISLE 43 (G132-52/ WD67-71, 94-96)	GI 42	00131	Federal	RT	4/21/1947		5,000	GOM Shelf	75.0%	UNIT
GRAND ISLE 43 (G132-52/ WD67-71, 94-96)	GI 42	00131	Federal	OP 2	4/21/1947		5,000	GOM Shelf	37.5%	UNIT
GRAND ISLE 43 (G132-52/ WD67-71, 94-96)	GI 43	00175	Federal	RT	7/17/1948	-	5,000	GOM Shelf	75.0%	UNIT
GRAND ISLE 43 (G132-52/ WD67-71, 94-96)	GI 43	00175	Federal	OP 2	7/17/1948	-	5,000	GOM Shelf	37.5%	UNIT
GRAND ISLE 43 (G132-52/ WD67-71, 94-96)	GI 44	00176	Federal	RT	7/17/1948		2,500	GOM Shelf	75.0%	UNIT
GRAND ISLE 43 (G132-52/ WD67-71, 94-96)	GI 44	00176	Federal	OP 2	7/17/1948		2,500	GOM Shelf	37.5%	UNIT
GRAND ISLE 43 (G132-52/ WD67-71, 94-96)	GI 46	00132	Federal	RT	4/21/1947		5,000	GOM Shelf	75.0%	UNIT
GRAND ISLE 43 (G132-52/ WD67-71, 94-96)	GI 46	00132	Federal	OP 2	4/21/1947		5,000	GOM Shelf	37.5%	UNIT
GRAND ISLE 43 (G132-52/ WD67-71, 94-96)	GI 47	00133	Federal	RT	4/21/1947		5,000	GOM Shelf	75.0%	UNIT
GRAND ISLE 43 (G132-52/ WD67-71, 94-96)	GI 47	00133	Federal	OP 2	4/21/1947		5,000	GOM Shelf	37.5%	UNIT
GRAND ISLE 43 (G132-52/ WD67-71, 94-96)	GI 48	00134	Federal	RT	4/21/1947		5,000	GOM Shelf	75.0%	UNIT
GRAND ISLE 43 (G132-52/ WD67-71, 94-96)	GI 48	00134	Federal	OP 2	4/21/1947		5,000	GOM Shelf	37.5%	UNIT
GRAND ISLE 43 (G132-52/ WD67-71, 94-96)	GI 52	00177	Federal	RT	7/17/1948		2,500	GOM Shelf	75.0%	UNIT
GRAND ISLE 43 (G132-52/ WD67-71, 94-96)	GI 52	00177	Federal	OP 1	7/17/1948		2,500	GOM Shelf	50.0%	UNIT
GRAND ISLE 43 (G132-52/ WD67-71, 94-96)	GI 52	00177	Federal	OP 1	7/17/1948		2,500	GOM Shelf	50.0%	UNIT
\$0 Liability	GI 54	G27173	Federal	RT	7/1/2005	2/12/2017	5,000	Fieldwood En	50.0%	TERMIN
GRAND ISLE 76	GI 76	G02161	Federal	RT	10/1/1972	9/18/2019	5,000	Fieldwood En	95.8%	RELINQ
\$0 Liability	GI 90	G04003	Federal	RT	3/1/1979	4/18/2016	5,000	Fieldwood En	100.0%	TERMIN
\$0 Liability	GI 90	G04003	Federal	OP 1	3/1/1979	4/18/2016	5,000	Fieldwood En	100.0%	TERMIN
\$0 Liability	GI 90	G04003	Federal	OP 2	3/1/1979	4/18/2016	5,000	Fieldwood En	50.0%	TERMIN
\$0 Liability	GI 90	G04003	Federal	OP 4	3/1/1979	4/18/2016	5,000	Fieldwood En	50.0%	TERMIN
\$0 Liability	GI 90	G04003	Federal	OP 5	3/1/1979	4/18/2016	5,000	Fieldwood En	100.0%	TERMIN
\$0 Liability	GI 90	G04003	Federal	OP 6	3/1/1979	4/18/2016	5,000	Fieldwood En	100.0%	TERMIN
\$0 Liability	GI 93	G02628	Federal	RT	5/1/1974	12/4/2014	5,000	BP E&P	100.0%	TERMIN
\$0 Liability	GI 93	G02628	Federal	OP	5/1/1974	12/4/2014	5,000	BP E&P	100.0%	TERMIN
GRAND ISLE 90/94	GI 94	G02163	Federal	RT	11/1/1972	7/27/2017	4,540	Fieldwood En	100.0%	RELINQ
GRAND ISLE 90/94	GI 94	G02163	Federal	OP	11/1/1972	7/27/2017	4,540	Fieldwood En	100.0%	RELINQ
\$0 Liability	GI 98	G34354	Federal	RT	8/1/2012	7/7/2016	5,000	Apache Shelf Exp	100.0%	RELINQ
HIGH IS. 110/111	HI 110	G02353	Federal	RT	8/1/1973	5/31/2019	5,760	W & T Off	20.0%	TERMIN
HIGH IS. 110/111	HI 111	G02354	Federal	RT	8/1/1973	4/30/2019	5,760	W & T Off	20.0%	TERMIN
\$0 Liability	HI 114	G32747	Federal	RT	12/1/2008	11/30/2013	5,760	Apache Shelf Exp	100.0%	EXPIR
HIGH IS. 116	HI 116	G06156	Federal	RT	10/1/1983	2/25/2015	5,760	Fieldwood En	100.0%	TERMIN
HIGH IS. 129	HI 129	G01848	Federal	RT	6/1/1968		5,760	Fieldwood En	90.0%	PROD
HIGH IS. 129	HI 129	G01848	Federal	ORRI	6/1/1968			Fieldwood En	10.4%	PROD
\$0 Liability	HI 132	G32748	Federal	RT	12/1/2008	11/30/2013	5,760	Apache Shelf Exp	100.0%	EXPIR
\$0 Liability	HI 140	00518	Federal	OP	1/1/1955	2/10/2015	5,760	Black Elk En Off Op	50.0%	TERMIN
\$0 Liability	HI 163	G22236	Federal	RT	12/1/2000	5/31/2015	5,760	Fieldwood En	70.0%	TERMIN
HIGH ISLAND 176	HI 176	G06164	Federal	OPRTS Cont	10/1/1983	12/1/2002	5,760	Apache	49.5%	TERMIN
HIGH IS. 179 / GA 180	HI 179	G03236	Federal	RT	9/1/1975		5,760	Cox Op	100.0%	UNIT
HIGH ISLAND 179	HI 193	G03237	Federal	CONT	9/1/1975		5,760	Arena Off	90.0%	UNIT
\$0 Liability	HI 194	G06166	Federal	RT	10/1/1983	7/21/2013	5,760	Apache	100.0%	TERMIN
\$0 Liability	HI 194	G06166	Federal	OP	10/1/1983	7/21/2013	5,760	Apache	45.0%	TERMIN
\$0 Liability	HI 201	G23199	Federal	OP	12/1/2001	10/5/2014	5,760	Apache Shelf	37.6%	TERMIN
HIGH IS. 206	HI 206	G20660	Federal	RT	1/1/1999		5,760	Fieldwood En	100.0%	PROD
HIGH ISLAND 45	HI 45	G12564	Federal	RT	10/1/1990	3/8/2015	4,367	Fieldwood En	16.7%	TERMIN
HIGH ISLAND 45	HI 45	G12564	Federal	OP 1	10/1/1990	3/8/2015	4,367	Fieldwood En	15.0%	TERMIN
HIGH ISLAND 45	HI 45	G12564	Federal	OP 2	10/1/1990	3/8/2015	4,367	Fieldwood En	33.3%	TERMIN
\$0 Liability	HI 52	00508	Federal	RT	1/1/1955	9/24/2013	1,440	SandRidge En Off	75.0%	TERMIN
\$0 Liability	HI 52	00509	Federal	RT	1/1/1955	9/24/2013	1,440	Apache	75.0%	TERMIN
\$0 Liability	HI 52	00511	Federal	RT	1/1/1955	9/24/2013	1,440	Apache	75.0%	TERMIN
\$0 Liability	HI 53	00513	Federal	RT	1/1/1955	9/24/2013	180	Phoenix Exp	75.0%	TERMIN
\$0 Liability	HI 53	00740	Federal	RT	4/1/1960	9/24/2013	1,440	Apache	75.0%	TERMIN
\$0 Liability	HI A-133	G32760	Federal	RT	11/1/2008	10/31/2013	5,760	Apache	100.0%	EXPIR
\$0 Liability	HI A-145	G32761	Federal	RT	11/1/2008	10/31/2013	5,760	Apache	100.0%	EXPIR
\$0 Liability	HI A-146	G32762	Federal	RT	11/1/2008	10/31/2013	5,760	Apache Shelf Exp	100.0%	EXPIR
\$0 Liability	HI A-148	G32763	Federal	RT	11/1/2008	10/31/2013	5,760	Apache	100.0%	EXPIR
\$0 Liability	HI A-160	G32764	Federal	RT	11/1/2008	10/31/2013	5,760	Apache	100.0%	EXPIR
\$0 Liability	HI A-171	G30679	Federal	RT	12/1/2006	8/9/2014	5,760	Walter O&G	33.3%	TERMIN
\$0 Liability	HI A-326	G32777	Federal	RT	11/1/2008	10/31/2013	5,760	Apache	100.0%	EXPIR
HIGH IS. A-334	HI A-334	G02423	Federal	RT	8/1/1973	2/27/2014	5,760	Fieldwood En	38.9%	TERMIN
HIGH IS. A-341	HI A-341	G25605	Federal	RT	12/1/2003		5,760	Fieldwood En	60.0%	PROD
\$0 Liability	HI A-350	G02428	Federal	RT	8/1/1973	7/24/2013	4,345	Apache	100.0%	RELINQ
\$0 Liability	HI A360	G34677	Federal	RT	3/1/2013	2/18/2016	5,760	Apache Shelf Exp	100.0%	RELINQ
\$0 Liability	HI A361	G34678	Federal	RT	3/1/2013	2/24/2017	5,760	Fieldwood En	100.0%	RELINQ
\$0 Liability	HI A363	G33413	Federal	RT	10/1/2009	9/30/2014	5,760	Apache Shelf Exp	100.0%	EXPIR
HIGH IS. A-365/A-376	HI A-365	G02750	Federal	RT	7/1/1974		5,760	Fieldwood En	53.1%	PROD
HIGH IS. A-365/A-376	HI A-376	G02754	Federal	OP 1	7/1/1974		5,760	Fieldwood En	100.0%	PROD
HIGH IS. A-365/A-376	HI A-376	G02754	Federal	RT	7/1/1974		5,760	Fieldwood En	44.4%	PROD
HIGH IS. A-365/A-376	HI A-376	G2754	Federal	ORRI	7/1/1974			Fieldwood En	1.2%	PROD
HIGH IS. A-365/A-376	HI A-376	G2754	Federal	ORRI	7/1/1974			Fieldwood En	6.0%	PROD
HIGH IS. A-573 (382/572/573/595/596)	HI A-382	G02757	Federal	RT	7/1/1974		5,760	Fieldwood En	72.4%	PROD
\$0 Liability	HI A406	G32767	Federal	RT	11/1/2008	10/31/2013	5,760	Apache	100.0%	EXPIR
\$0 Liability	HI A430	G33412	Federal	RT	10/1/2009	9/30/2014	5,760	Apache Shelf Exp	100.0%	EXPIR
HIGH ISLAND A-442	HI A442	G11383	Federal	OP	11/1/1989	3/27/2017	5,760	Northstar Off Grp	22.7%	TERMIN
\$0 Liability	HI A454	G32769	Federal	RT	11/1/2008	10/31/2013	5,760	Apache	100.0%	EXPIR
\$0 Liability	HI A457	G32770	Federal	RT	11/1/2008	10/31/2013	5,760	Apache	100.0%	EXPIR



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Field	Block	Lease	Type	Rights	Date Le Eff	Date Le Exp	Le Cur Acres	Operator	WI	Lease Status
HIGH IS. A-474	HI A-474	G02366	Federal	RT	8/1/1973	2/28/2017	5,760	McMoRan O&G	10.0%	TERMIN
HIGH ISLAND A-474/489	HI A-475	G02367	Federal	CONT	8/1/1973	12/25/1999	5,760	McMoRan O&G	10.0%	TERMIN
HIGH IS. A-474	HI A-489	G02372	Federal	RT	8/1/1973	2/28/2017	5,760	McMoRan O&G	8.5%	TERMIN
Ex N	HI A537	G02698	Federal	CONT	5/29/1974	11/2/2016		McMoRan O&G		TERMIN
HIGH IS. A-545	HI A545	G17199	Federal	OP	1/1/1997	6/30/2019	5,760	Fieldwood En	60.0%	TERMIN
HIGH IS. A-573 (382/572/573/595/596)	HI A-572	G02392	Federal	RT	8/1/1973	5/18/2006	5,760	Apache	72.4%	TERMIN
HIGH IS. A-573 (382/572/573/595/596)	HI A-573	G02393	Federal	RT	8/1/1973		5,760	Fieldwood En	72.4%	PROD
HIGH IS. A-563 (563/564/581/582)	HI A-581	G18959	Federal	CONT	8/27/1997	7/1/2005		Cox Op	24.7%	TERMIN
HIGH IS. A-563 (563/564/581/582)	HI A582	G02719	Federal	RT	7/1/1974		5,760	Cox Op	24.7%	PROD
HIGH IS. A-563 (563/564/581/582)	HI A-582	G02719	Federal	OP 1	7/1/1974		5,760	Cox Op	15.5%	PROD
HIGH IS. A-573 (382/572/573/595/596)	HI A-595	G02721	Federal	RT	7/1/1974		5,760	Fieldwood En	72.4%	PROD
HIGH IS. A-573 (382/572/573/595/596)	HI A-596	G02722	Federal	RT	7/1/1974		5,760	Fieldwood En	72.4%	PROD
MISSISSIPPI CANYON 109	MC 108	G09777	Federal	RT	7/1/1988		5,760	BP E&P	75.2%	PROD
MISSISSIPPI CANYON 109	MC 108	G09777	Federal	OP	7/1/1988		5,760	BP E&P	75.2%	PROD
MISSISSIPPI CANYON 109	MC 110	G18192	Federal	RT	8/1/1997		5,760	Fieldwood En	50.0%	PROD
MISSISSIPPI CANYON 109	MC 110	G18192	Federal	ORRI	8/1/1997			Fieldwood En	3.9%	PROD
MISSISSIPPI CANYON 21/65	MC 21	G28351	Federal	ORRI	7/1/1995		4,445	ANKOR En	3.0%	PROD
MISSISSIPPI CANYON 311	MC 311	G02968	Federal	RT	12/1/1974		5,760	Fieldwood En	100.0%	PROD
MISSISSIPPI CANYON 21/65	MC 65	G21742	Federal	RT	6/1/2000		5,760	ANKOR En	100.0%	PROD
MISSISSIPPI CANYON 21/65	MC 65	G21742	Federal	ORRI	6/1/2000			ANKOR En	13.0%	PROD
MATAGORDA ISLAND 519 FED / SL TX	MI 486	MF88560	SL - TX	WI	10/5/1982		1,440	Fieldwood	100.0%	EXPIRED
MATAGORDA ISLAND 519 FED / SL TX	MI 487	MF-88562	SL - TX	WI	10/5/1982		1,305	Fieldwood	100.0%	SI
MATAGORDA ISLAND 519 FED / SL TX	MI 518	G05169	Federal	RT	1/1/1983	9/30/2019	5,675	Fieldwood En	100.0%	TERMIN
MATAGORDA ISLAND 519 FED / SL TX	MI 518	MF80522	SL - TX	WI	10/2/1979	9/1/2019	85	Fieldwood	100.0%	EXPIRED
MATAGORDA ISLAND 519 FED / SL TX	MI 519	MF-79413	SL - TX	WI	2/6/1979		739	Fieldwood	100.0%	SI
MATAGORDA IS. 622/623/635/636	MI 622	G05000	Federal	RT	4/1/1982	8/23/2018	5,760	Fieldwood En	81.0%	TERMIN
MATAGORDA IS. 622/623/635/636	MI 622	G05000	Federal	OP	4/1/1982	8/23/2018	5,760	BP E&P	37.5%	TERMIN
MATAGORDA IS. 622/623/635/636	MI 623	G03088	Federal	RT	4/1/1975	8/23/2018	5,760	Fieldwood En	81.0%	TERMIN
MATAGORDA IS. 622/623/635/636	MI 623	G03088	Federal	OP	4/1/1975	8/23/2018	5,760	BP E&P	37.5%	TERMIN
MATAGORDA IS. 622/623/635/636	MI 635	G06043	Federal	RT	10/1/1983	8/23/2018	5,760	Fieldwood En	81.0%	TERMIN
MATAGORDA IS. 622/623/635/636	MI 635	G06043	Federal	OP	10/1/1983	8/23/2018	5,760	BP E&P	37.5%	TERMIN
\$0 Liability	MI 636	G34670	Federal	RT	4/1/2013	3/25/2016	5,760	Apache Shelf Exp	100.0%	RELINQ
\$0 Liability	MI 652	G34022	Federal	RT	2/1/2012	1/31/2017	5,760	Apache Shelf Exp	100.0%	EXPIR
\$0 Liability	MI 681	G04703	Federal	RT	9/1/1981	2/25/2014	5,760	Fieldwood En	100.0%	TERMIN
\$0 Liability	MI 685	G04548	Federal	RT	1/1/1981	12/22/2014	5,760	EOG Res	50.0%	TERMIN
\$0 Liability	MI 685	G04548	Federal	OP	1/1/1981	12/22/2014	5,760	EOG Res	2.5%	TERMIN
\$0 Liability	MI 703	G03733	Federal	RT	6/1/1978	2/26/2014	5,760	Fieldwood En	100.0%	TERMIN
\$0 Liability	MI 703	G03733	Federal	OP 1	6/1/1978	2/26/2014	5,760	Fieldwood En	100.0%	TERMIN
\$0 Liability	MI 703	G03733	Federal	OP 2	6/1/1978	2/26/2014	5,760	Fieldwood En	100.0%	TERMIN
	MI 772	MF93351	SL - TX	WI	2/7/1989	1/1/2017	704	Fieldwood	100.0%	TERMINATED
\$0 Liability	MO 820	G34403	Federal	RT	8/1/2012	7/7/2016	3,347	Apache Shelf Exp	100.0%	RELINQ
\$0 Liability	MO 821	G05058	Federal	RT	4/1/1982	9/19/2014	4,028	Fieldwood En	100.0%	TERMIN
	MO 821	STATE OF ALABAMA 627	SL - AL	WI	8/14/1984	1/1/2019	2,511	Fieldwood	100.0%	TERMINATED
MOBILE BAY 826	MO 826	G26176	Federal	RT	7/1/2004		1,430	Fieldwood En	75.0%	PROD
\$0 Liability	MO 871	G32272	Federal	RT	8/1/2008	7/31/2013	5,760	Apache	100.0%	EXPIR
\$0 Liability	MO 913	G33131	Federal	RT	6/1/2009	5/31/2014	5,760	Apache Shelf Exp	75.0%	EXPIR
\$0 Liability	MO 914	G33132	Federal	RT	6/1/2009	5/31/2014	5,760	Apache Shelf Exp	75.0%	EXPIR
	MP 120	G3197	Federal	ORRI	7/1/1975			Arena Off	2.0%	PROD
	MP 120	G03197	Federal	ORRI	5/28/1975			Arena Off	2.0%	PROD
\$0 Liability	MP 134	G34375	Federal	RT	10/1/2012	9/16/2016	4,995	Apache Shelf Exp	100.0%	RELINQ
\$0 Liability	MP 135	G34376	Federal	RT	10/1/2012	9/16/2016	4,995	Apache Shelf Exp	100.0%	RELINQ
\$0 Liability	MP 136	G34377	Federal	RT	10/1/2012	9/16/2016	4,995	Apache Shelf Exp	100.0%	RELINQ
\$0 Liability	MP 137	G34378	Federal	RT	10/1/2012	9/16/2016	4,995	Apache Shelf Exp	100.0%	RELINQ
MAIN PASS 140	MP 140	G02193	Federal	RT	10/1/1972		4,995	Fieldwood En	65.0%	PROD
\$0 Liability	MP 143	G34380	Federal	RT	10/1/2012	9/16/2016	4,995	Apache Shelf Exp	100.0%	RELINQ
\$0 Liability	MP 146	G34860	Federal	RT	7/1/2013	6/21/2017	4,561	Apache Shelf Exp	75.0%	RELINQ
\$0 Liability	MP 147	G34861	Federal	RT	7/1/2013	6/21/2017	4,561	Apache Shelf Exp	75.0%	RELINQ
\$0 Liability	MP 148	G34381	Federal	RT	11/1/2012	10/4/2016	5,000	Apache Shelf Exp	100.0%	RELINQ
\$0 Liability	MP 149	G34382	Federal	RT	11/1/2012	10/4/2016	5,000	Apache Shelf Exp	100.0%	RELINQ
\$0 Liability	MP 150	G34862	Federal	RT	7/1/2013	6/21/2017	5,000	Apache Shelf Exp	75.0%	RELINQ
SOUTH PASS 64/65 / MAIN PASS 152/153	MP 152	G01966	Federal	RT	1/1/1970		4,978	Fieldwood En	50.0%	UNIT
SOUTH PASS 64/65 / MAIN PASS 152/153	MP 152	G01966	Federal	OP	1/1/1970		4,978	Fieldwood En	75.0%	UNIT
SOUTH PASS 64/65 / MAIN PASS 152/153	MP 153	G01967	Federal	RT	1/1/1970		5,000	Fieldwood En	50.0%	UNIT
SOUTH PASS 64/65 / MAIN PASS 152/153	MP 153	G01967	Federal	OP	1/1/1970		5,000	Fieldwood En	75.0%	UNIT
\$0 Liability	MP 166	G26152	Federal	RT	7/1/2004	11/3/2014	4,995	Fieldwood En	100.0%	TERMIN
\$0 Liability	MP 175	G08753	Federal	OP	8/1/1987	9/1/2013	4,995	Tana Exp	21.2%	TERMIN
\$0 Liability	MP 255	G07825	Federal	RT	8/1/1985	3/9/2014	4,995	Fieldwood En	52.4%	TERMIN
MAIN PASS 259/260 / VIOSCA KNOLL 693/694	MP 259	G07827	Federal	RT	9/1/1985	7/11/2020	4,995	Fieldwood En	56.9%	TERMIN
MAIN PASS 259/260 / VIOSCA KNOLL 693/694	MP 260	G07828	Federal	RT	9/1/1985	7/11/2020	4,995	Fieldwood En	56.9%	TERMIN
MAIN PASS 270	MP 270	G22812	Federal	ORRI	7/1/2001		4,995	Castex Off	1.0%	UNIT
\$0 Liability	MP 271	G34388	Federal	RT	10/1/2012	9/30/2017	4,995	Apache Shelf Exp	100.0%	EXPIR
\$0 Liability	MP 272	G34865	Federal	RT	7/1/2013	6/21/2017	4,995	Apache Shelf Exp	75.0%	RELINQ
*No FW lease ownership	MP 273	G33690	Federal	RT	7/1/2010		4,995	Castex Off	37.5%	UNIT
\$0 Liability	MP 274	G33691	Federal	RT	7/1/2010	6/30/2015	4,995	Castex Off	37.5%	EXPIR
MAIN PASS 270/275/289/290	MP 275	G15395	Federal	RT	9/1/1995		4,995	Fieldwood En	100.0%	PROD
MAIN PASS 270/275/289/290	MP 275	G15395	Federal	ORRI	9/1/1995			Fieldwood En	8.3%	PROD
*No FW asset ownership	MP 281	G10910	Federal	RT	7/1/1989		4,995	EnVen En Vent	50.0%	PROD
*No FW asset ownership	MP 281	G10910	Federal	OP	7/1/1989		4,995	EnVen En Vent	30.0%	PROD
	MP 281	G10910	Federal	ORRI	7/1/1989			EnVen En Vent	3.1%	PROD
MAIN PASS 270/275/289/290	MP 289	G01666	Federal	RT	7/1/1967		4,561	Fieldwood En	100.0%	PROD
\$0 Liability	MP 290	G34866	Federal	RT	7/1/2013	6/21/2017	4,561	Apache Shelf Exp	75.0%	RELINQ
MAIN PASS 275/289/290	MP 290	G01667	Federal	RT	7/1/1967	11/22/2012	4,561	Apache	100.0%	TERMIN
\$0 Liability	MP 291	G34391	Federal	RT	11/1/2012	10/31/2017	4,561	Apache Shelf Exp	100.0%	EXPIR
\$0 Liability	MP 292	G34392	Federal	RT	11/1/2012	10/4/2016	4,561	Apache Shelf Exp	100.0%	RELINQ
\$0 Liability	MP 293	G34393	Federal	RT	11/1/2012	10/31/2017	4,561	Apache Shelf Exp	100.0%	EXPIR
\$0 Liability	MP 294	G34394	Federal	RT	11/1/2012	10/4/2016	4,561	Apache Shelf Exp	100.0%	RELINQ
MAIN PASS 295	MP 295	G32263	Federal	CONT	8/1/2008	7/31/2015	4,561	Fieldwood En	37.5%	TERMIN
MAIN PASS 296/303/304	MP 296	G01673	Federal	RT	6/1/1967		4,561	GOM Shelf	50.0%	UNIT
MAIN PASS 296/303/304	MP 296	G01673	Federal	OP	6/1/1967		4,561	GOM Shelf	25.0%	UNIT
\$0 Liability	MP 297	G34395	Federal	RT	11/1/2012	10/4/2016	4,561	Apache Shelf Exp	100.0%	RELINQ
MAIN PASS 300/301	MP 300	G01317	Federal	OP	6/1/1962		4,561	Cantium	10.4%	UNIT
MAIN PASS 300/301	MP 301	G04486	Federal	OP 1	11/1/1980	8/23/2019	5,000	Walter O&G	10.4%	TERMIN
MAIN PASS 300/301	MP 301	G04486	Federal	OP 2	11/1/1980	8/23/2019	5,000	Walter O&G	6.3%	TERMIN
MAIN PASS 300/301	MP 301	G04486	Federal	OP 3	11/1/1980	8/23/2019	5,000	Walter O&G	10.4%	TERMIN
MAIN PASS 300/301	MP 301	G04486	Federal	RT	11/1/1980	8/23/2019	5,000	Walter O&G	10.4%	TERMIN
MAIN PASS 311/312	MP 302	G32264	Federal	RT	7/1/2008		5,000	GOM Shelf	100.0%	PROD
MAIN PASS 296/303/304	MP 303	G04253	Federal	OP 1	12/1/1979		5,000	Fieldwood En	25.0%	UNIT
MAIN PASS 296/303/304	MP 303	G04253	Federal	RT	12/1/1979		5,000	Fieldwood En	100.0%	UNIT
MAIN PASS 308/309/310	MP 304	G03339	Federal	OP	4/1/1976		5,000	ConocoPhillips	100.0%	UNIT
\$0 Liability	MP 305	G34396	Federal	RT	12/1/2012	11/22/2016	5,000	Apache Shelf Exp	100.0%	RELINQ
MAIN PASS 308/309/310	MP 308	G32265	Federal	RT	8/1/2008		5,000	Fieldwood En	100.0%	PROD
MAIN PASS 308/309/310	MP 309	G08760	Federal	RT	6/1/1987		5,000	Fieldwood En	100.0%	PROD
MAIN PASS 308/309/310	MP 310	G04126	Federal	RT	10/1/1979		5,000	Fieldwood En	100.0%	UNIT
MAIN PASS 311/312	MP 311	G02213	Federal	RT	11/1/1972		5,000	GOM Shelf	50.0%	PROD

Field	Block	Lease	Type	Rights	Date Le Eff	Date Le Exp	Le Cur Acres	Operator	WI	Lease Status
MAIN PASS 311/312	MP 311	G02213	Federal	OP	11/1/1972		5,000	GOM Shelf	25.0%	PROD
MAIN PASS 311/312	MP 312	G16520	Federal	RT	7/1/1996		5,000	Fieldwood En	100.0%	PROD
MAIN PASS 311/312	MP 314	G33693	Federal	OP	7/1/2010	6/30/2015	5,000	Apache Shelf Exp	80.0%	EXPIR
MAIN PASS 308/309/310	MP 315	G08467	Federal	RT	7/1/1986		5,000	Fieldwood En	100.0%	PROD
MAIN PASS 308/309/310	MP 315	G08467	Federal	OP 3	7/1/1986		5,000	Fieldwood En	100.0%	PROD
MAIN PASS 308/309/310	MP 315	G08467	Federal	OP 1	7/1/1986		5,000	Fieldwood En	80.0%	PROD
	MP 5	SL13890	SL- LA	WI			26	Apache	50.0%	TERMIN
MAIN PASS 59	MP 59	G03194	Federal	OP	7/1/1975		1,406	Cantium	37.5%	UNIT
MAIN PASS 59	MP 59	G08461	Federal	OP	7/1/1986		2,340	Cantium	37.5%	UNIT
	MP 6	SL03771	SL- LA	WI	4/26/1961	6/28/2012	1,067	Apache	50.0%	TERMIN
	MP 6	SL13580	SL- LA	WI			287	Apache	50.0%	TERMIN
	MP 6	SL13891	SL- LA	WI			270	Apache	50.0%	TERMIN
MAIN PASS 64	MP 64	G04909	Federal	ORRI	12/1/1981		4,988	Sanare En Part	4.2%	UNIT
	MP 7	SL03773	SL- LA	WI	4/26/1961	6/28/2012	-	Apache	50.0%	TERMIN
	MP 7	SL13892	SL- LA	WI			44	Apache	50.0%	TERMIN
\$0 Liability	MP 74	G34857	Federal	RT	8/1/2013	7/7/2016	1,733	Apache Shelf Exp	75.0%	RELINQ
MAIN PASS 77	MP 77	G04481	Federal	RT	11/1/1980		4,655	Fieldwood En Off	26.2%	RELINQ
MAIN PASS 77	MP 77/78	G04481	Federal	OP	11/1/1980		4,655	Fieldwood En Off	23.5%	RELINQ
MAIN PASS 6/7 FED / SL LA	MP 91	G14576	Federal	RT	5/1/1994	3/18/2008	1,017	Apache	100.0%	TERMIN
	MU 883	MF98761	SL- TX	WI		10/1/2012		Apache	100.0%	TERMIN
MUSTANG ISLAND A-111	MU A-111	G03068	Federal	RT	4/1/1975	1/12/2013	5,760	Apache	100.0%	TERMIN
\$0 Liability	MU A133	G33392	Federal	RT	10/1/2009	9/30/2014	5,760	Apache Shelf Exp	100.0%	EXPIR
\$0 Liability	MU A134	G32724	Federal	RT	11/1/2008	10/31/2013	5,760	Apache	100.0%	EXPIR
MUSTANG ISLAND A-85	MU A85	G03061	Federal	RT	4/1/1975		5,760	EnVen En Vent	53.3%	PROD
\$0 Liability	PE 881	G06390	Federal	OP	2/1/1984	10/17/2013	5,760	ConocoPhillips	18.8%	TERMIN
SOUTH PELTO 20 / PL 1/9/10/11 / SHIP SHOAL 68	PL 1	G04234	Federal	RT	1/1/1980	7/10/2020	1,568	Fieldwood En	100.0%	TERMIN
SOUTH PELTO 20 / PL 1/9/10/11 / SHIP SHOAL 68	PL 10	G02925	Federal	RT	12/1/1974	7/26/2020	5,000	Fieldwood En	100.0%	TERMIN
SOUTH PELTO 20 / PL 1/9/10/11 / SHIP SHOAL 68	PL 11	00071	Federal	RT	9/12/1946	9/8/2020	5,000	Fieldwood En	100.0%	RELINQ
SOUTH PELTO 13	PL 13	G03171	Federal	RT	7/1/1975	5/23/2018	5,000	ANKOR En	12.5%	TERMIN
SOUTH PELTO 13	PL 13	G03171	Federal	OP 1	7/1/1975	5/23/2018	391	ANKOR En	12.5%	TERMIN
SOUTH PELTO 13	PL 13	G03171	Federal	OP 2	7/1/1975	5/23/2018	3,906	ANKOR En	12.5%	TERMIN
SOUTH PELTO 13	PL 13	G03171	Federal	OP 3	7/1/1975	5/23/2018	703	ANKOR En	4.4%	TERMIN
SOUTH PELTO 13	PL 13	G03171	Federal	OP 5	7/1/1975	5/23/2018	391	ANKOR En	12.5%	TERMIN
SOUTH PELTO 25	PL 25	G14535	Federal	RT	7/1/1994	7/30/2019	5,000	Fieldwood En	100.0%	TERMIN
*No FW asset ownership	PL 5	G12027	Federal	RT	6/1/1990	5/13/2019	5,000	Talos En Off	100.0%	RELINQ
\$0 Liability	PL 6	G09651	Federal	RT	5/1/1988	7/12/2017	5,000	Walter O&G	100.0%	RELINQ
\$0 Liability	PL 6	G09651	Federal	OP 1	5/1/1988	7/12/2017	5,000	Walter O&G	35.0%	RELINQ
\$0 Liability	PL 6	G09651	Federal	OP 2	5/1/1988	7/12/2017	5,000	Walter O&G	65.0%	RELINQ
\$0 Liability	PL 8	G03587	Federal	RT	8/1/1977	6/19/2018	5,000	ANKOR En	12.5%	TERMIN
SOUTH PELTO 20 / PL 1/9/10/11 / SHIP SHOAL 68	PL 9	G02924	Federal	RT	12/1/1974	7/26/2020	5,000	Fieldwood En	100.0%	TERMIN
SOUTH PELTO 20 / PL 1/9/10/11 / SHIP SHOAL 68	PL 9	G02924	Federal	OP	12/1/1974	7/26/2020	5,000	Fieldwood En	50.0%	TERMIN
	PN 883	MF100410	SL- TX	WI	10/6/1998	1/0/1900	720	Fieldwood	35.0%	ACTIVE
	PN 883	MF100411	SL- TX	WI	10/6/1998	1/0/1900	720	Fieldwood	35.0%	ACTIVE
	PN 883	MF100412	SL- TX	WI	10/6/1998	1/0/1900	720	Fieldwood	35.0%	ACTIVE
	PN 883	MF101898	SL- TX	WI	10/6/1998			Apache	35.0%	TERMIN
	PN 883	MF96146	SL- TX	WI	10/4/1994	1/0/1900	720	Fieldwood	35.0%	ACTIVE
	PN 883	MF96147	SL- TX	WI	10/4/1994	1/0/1900	720	Fieldwood	35.0%	ACTIVE
	PN 883	SL96146	SL- TX	WI	10/4/1994	1/0/1900	720	Fieldwood	35.0%	ACTIVE
	PN 899L	MF100413	SL- TX	WI	10/6/1998	1/0/1900	375	Fieldwood	35.0%	ACTIVE
	PN 899L	MF100414	SL- TX	WI	10/6/1998	1/0/1900	360	Fieldwood	35.0%	ACTIVE
NORTH PADRE ISLAND 969	PN 969	G05953	Federal	RT	10/1/1983	6/30/2015	5,760	Peregrine O&G II	8.3%	TERMIN
NORTH PADRE ISLAND 969	PN 976	G05954	Federal	RT	10/1/1983	6/30/2015	5,760	Peregrine O&G II	8.3%	TERMIN
\$0 Liability	SA 10	G03958	Federal	RT	3/1/1979	12/29/2017	3,144	Fieldwood En	92.3%	TERMIN
\$0 Liability	SA 10	G03958	Federal	OP	3/1/1979	12/29/2017	3,144	Fieldwood En	20.0%	TERMIN
*No FW asset ownership	SA 13	G03959	Federal	OP	3/1/1979	1/16/2020	5,000	Renaissance Off	50.0%	TERMIN
SOUTH MARSH IS. 10/18	SM 10	G01181	Federal	RT	4/1/1962	1/6/2019	5,000	Fieldwood En	100.0%	TERMIN
SOUTH MARSH IS. 105/106	SM 105	G17938	Federal	RT	8/1/1997		5,000	Fieldwood En	100.0%	PROD
SOUTH MARSH IS. 105/106	SM 106	G02279	Federal	RT	2/1/1973	11/19/2015	2,500	Fieldwood En	100.0%	TERMIN
SOUTH MARSH IS. 105/106	SM 106	G03776	Federal	RT	6/1/1978		2,500	Fieldwood En	100.0%	PROD
SOUTH MARSH ISLAND 107/108	SM 108	00792	Federal	RT	5/1/1960	-	5,000	Talos En Off	25.0%	PROD
SOUTH MARSH ISLAND 107/108	SM 108	00792	Federal	OP	5/1/1960	-	5,000	Talos En Off	12.5%	PROD
SOUTH MARSH IS. 10/18	SM 11	G01182	Federal	RT	3/1/1962		5,000	Fieldwood En	100.0%	TERMIN
SOUTH MARSH IS. 127/128	SM 127	G02883	Federal	RT	12/1/1974		2,784	Fieldwood En	66.7%	PROD
SOUTH MARSH IS. 127/128	SM 127	G02883	Federal	OP 2	12/1/1974		2,784	Fieldwood En	33.3%	PROD
SOUTH MARSH IS. 127/128	SM 127	G02883	Federal	RT	12/1/1974		2,784	Fieldwood En	17.3%	PROD
SOUTH MARSH IS. 127/128	SM 127	G02883	Federal	OP 2	12/1/1974		2,784	Fieldwood En	8.7%	PROD
SOUTH MARSH IS. 127/128	SM 128	G02587	Federal	RT	5/1/1974		5,000	Fieldwood En	66.7%	PROD
SOUTH MARSH IS. 127/128	SM 128	G02587	Federal	RT	5/1/1974		5,000	Fieldwood En	17.3%	PROD
SOUTH MARSH IS. 132	SM 132	G02282	Federal	RT	2/1/1973	4/1/2016	5,000	Fieldwood En	50.0%	TERMIN
SOUTH MARSH IS. 136/137/149/150	SM 135	G19776	Federal	RT	5/1/1998	2/18/2012	3,293	Fieldwood En	50.0%	TERMIN
SOUTH MARSH IS. 136/137/149/150	SM 136	G02588	Federal	RT	5/1/1974	8/4/2019	2,500	Fieldwood En	50.0%	TERMIN
SOUTH MARSH IS. 136/137/149/150	SM 137	G02589	Federal	RT	5/1/1974	6/30/2015	5,000	Fieldwood En	50.0%	TERMIN
SOUTH MARSH ISLAND 141	SM 141	G02885	Federal	OP 2	12/1/1974	4/1/2016	5,000	Fieldwood En	66.7%	TERMIN
SOUTH MARSH ISLAND 141	SM 141	G02885	Federal	RT	12/1/1974	4/1/2016	5,000	Fieldwood En	77.6%	TERMIN
SOUTH MARSH ISLAND 141	SM 141	G02885	Federal	OP 2	12/1/1974	4/1/2016	5,000	Fieldwood En	17.3%	TERMIN
SOUTH MARSH IS. 136/137/149/150	SM 149	G02592	Federal	RT	5/1/1974		2,500	Fieldwood En	50.0%	PROD
SOUTH MARSH IS. 136/137/149/150	SM 150	G16325	Federal	RT	6/1/1996	5/22/2018	3,329	Fieldwood En	50.0%	RELINQ
SOUTH MARSH ISLAND 161	SM 161	G04809	Federal	RT	9/1/1981		5,000	Fieldwood En	100.0%	PROD
\$0 Liability	SM 171	G34273	Federal	RT	9/1/2012	8/31/2017	5,000	Apache Shelf Exp	100.0%	EXPIR
\$0 Liability	SM 172	G34274	Federal	RT	9/1/2012	8/23/2016	5,000	Apache Shelf Exp	100.0%	RELINQ
\$0 Liability	SM 177	G34275	Federal	RT	9/1/2012	8/23/2016	5,000	Apache Shelf Exp	100.0%	RELINQ
\$0 Liability	SM 178	G34276	Federal	RT	9/1/2012	8/31/2017	5,000	Apache Shelf Exp	100.0%	EXPIR
SOUTH MARSH IS. 10/18	SM 18	G08680	Federal	RT	6/1/1987	11/3/2019	5,000	Fieldwood En	50.0%	TERMIN
SOUTH MARSH IS. 10/18	SM 18	G08680	Federal	OP	6/1/1987	11/3/2019	5,000	Fieldwood En	100.0%	TERMIN
\$0 Liability	SM 188	G34277	Federal	RT	9/1/2012	8/23/2016	5,000	Apache Shelf Exp	100.0%	RELINQ
\$0 Liability	SM 189	G34278	Federal	RT	9/1/2012	8/23/2016	5,000	Apache Shelf Exp	100.0%	RELINQ
\$0 Liability	SM 193	G34279	Federal	RT	9/1/2012	8/23/2016	5,000	Apache Shelf Exp	100.0%	RELINQ
\$0 Liability	SM 195	G21108	Federal	ORRI	6/1/1999	12/27/2015		Tarpon O&D	4.0%	TERMIN
	SM 236	G4437	Federal	ORRI	11/1/1980			Cox Op	4.4%	UNIT
SOUTH MARSH IS. 241	SM 241	00310	Federal	RT	2/7/1936	-	114,601	Cox Op	60.0%	UNIT
SOUTH MARSH IS. 241	SM 241	00310	Federal	OP	2/7/1936	-	114,601	Cox Op	60.0%	UNIT
SOUTH MARSH IS. 241	SM 241	00310	Federal	Unit	2/7/1936	-	114,601	Cox Op	16.0%	UNIT
Ex N	SM 268	G02310	Federal	CONT	12/19/1972	9/7/2009		Apache	69.9%	TERMIN
\$0 Liability	SM 268	G34284	Federal	RT	8/1/2012	7/31/2017	3,237	Apache Shelf Exp	100.0%	EXPIR
SOUTH MARSH IS. 268/269/280/281	SM 269	G02311	Federal	RT	1/1/1973		5,000	Fieldwood En	72.8%	PROD
SOUTH MARSH IS. 268/269/280/281	SM 280	G14456	Federal	OP 1	6/1/1994		5,000	Fieldwood En	50.0%	PROD
SOUTH MARSH IS. 268/269/280/281	SM 280	G14456	Federal	OP 3	6/1/1994		5,000	Fieldwood En	50.0%	PROD
SOUTH MARSH IS. 268/269/280/281	SM 280	G14456	Federal	RT	6/1/1994		5,000	Fieldwood En	50.0%	PROD
SOUTH MARSH IS. 268/269/280/281	SM 281	G02600	Federal	RT	4/1/1974		3,214	Fieldwood En	68.1%	PROD
\$0 Liability	SM 34	G13897	Federal	OP	5/1/1993	8/24/2014	5,000	Black Elk En Off Op	50.0%	TERMIN
\$0 Liability	SM 44	G23840	Federal	RT	5/1/2002	3/25/2014	5,000	SandRidge En Off	100.0%	TERMIN
SOUTH MARSH IS. 39	SM 48	00786	Federal	RT	5/1/1960	-	5,000	Fieldwood En	100.0%	PROD
SOUTH MARSH ISLAND 58	SM 58	G01194	Federal	RT	5/1/1962		5,000	ANKOR En	100.0%	PROD
SOUTH MARSH IS. 66	SM 66	G01198	Federal	RT	6/1/1962	9/25/2019	5,000	Fieldwood En	50.0%	TERMIN

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Exhibit I-A(i)

Field	Block	Lease	Type	Rights	Date Le Eff	Date Le Exp	Le Cur Acres	Operator	WI	Lease Status
\$0 Liability	SM 7	G33610	Federal	RT	7/1/2010	4/30/2015	5,000	Apache Shelf Exp	100.0%	RELINQ
SOUTH MARSH IS. 76	SM 76	G01208	Federal	RT	6/1/1962	1/26/2020	5,000	Fieldwood En	50.0%	TERMIN
SOUTH MARSH IS. 93	SM 93	G21618	Federal	RT	5/1/2000		5,000	Talos ERT	12.5%	PROD
\$0 Liability	SM 97	G32159	Federal	RT	8/1/2008	7/31/2013	5,000	Apache	100.0%	EXPIR
SOUTH PASS 60	SP 61	G01609	Federal	OP	7/1/1967		5,000	Fieldwood En	100.0%	UNIT
SOUTH PASS 62	SP 62	G01294	Federal	RT	6/1/1962		5,000	Fieldwood En	100.0%	PROD
\$0 Liability	SP 63	G34365	Federal	RT	8/1/2012	7/31/2017	5,000	Apache Shelf Exp	100.0%	EXPIR
SOUTH PASS 64/65 / MAIN PASS 152/153	SP 64	G01901	Federal	RT	1/1/1969		5,000	Fieldwood En	50.0%	UNIT
SOUTH PASS 64/65 / MAIN PASS 152/153	SP 64	G01901	Federal	OP	1/1/1969		5,000	Fieldwood En	75.0%	UNIT
SOUTH PASS 64/65 / MAIN PASS 152/153	SP 65	G01610	Federal	RT	7/1/1967		5,000	Fieldwood En	50.0%	UNIT
SOUTH PASS 64/65 / MAIN PASS 152/153	SP 65	G01610	Federal	OP	7/1/1967		5,000	Fieldwood En	75.0%	UNIT
SOUTH PASS 64/65 / MAIN PASS 152/153	SP 66	G1611	Federal	ORRI	6/1/1967			Fieldwood En	8.3%	UNIT
\$0 Liability	SP 68	G34366	Federal	RT	8/1/2012	7/7/2016	5,000	Apache Shelf Exp	100.0%	RELINQ
\$0 Liability	SP 69	G34367	Federal	RT	8/1/2012	7/7/2016	5,000	Apache Shelf Exp	100.0%	RELINQ
SOUTH PASS 61/70	SP 70	G01614	Federal	RT	6/1/1967		5,000	Fieldwood En	100.0%	PROD
SOUTH PASS 75	SP 75	G05051	Federal	OP 2	4/1/1982	1/23/2016	5,000	GOM Shelf	28.8%	TERMIN
SOUTH PASS 75	SP 75	G05051	Federal	RT	4/1/1982	1/23/2016	5,000	GOM Shelf	71.2%	TERMIN
SOUTH PASS 75	SP 75	G05051	Federal	OP 2	4/1/1982	1/23/2016	5,000	GOM Shelf	71.2%	TERMIN
SOUTH PASS 83	SP 83	G05052	Federal	ORRI	4/1/1982	2/27/2020	5,000	Arena Off	0.7%	RELINQ
SOUTH PASS 87/89 / WEST DELTA 128	SP 87	G07799	Federal	RT	9/1/1985	8/2/2020	3,540	Fieldwood En	33.3%	TERMIN
SOUTH PASS 87/89 / WEST DELTA 128	SP 87	G07799	Federal	RT	9/1/1985	8/2/2020	3,540	Fieldwood En	33.3%	TERMIN
SOUTH PASS 87/89 / WD 128	SP 88	G10894	Federal	RT	6/1/1989	5/2/2012	3,540	Apache	100.0%	RELINQ
SOUTH PASS 87/89 / WEST DELTA 128	SP 89	G01618	Federal	RT	7/1/1967		5,000	Fieldwood En	50.0%	PROD
\$0 Liability	SP 96	G31431	Federal	RT	3/1/2008	2/21/2014	5,000	Stone En	50.0%	RELINQ
SHIP SHOAL 105/126/129	SS 105	G09614	Federal	RT	8/1/1988		5,000	Bennu O&G	100.0%	PROD
SHIP SHOAL 105/126/129	SS 105	G09614	Federal	OP 2	8/1/1988		5,000	Bennu O&G	100.0%	PROD
SHIP SHOAL 105/126/129	SS 105	G09614	Federal	OP 3	8/1/1988		5,000	Bennu O&G	100.0%	PROD
SHIP SHOAL 105/126/129	SS 126	G12940	Federal	RT	5/1/1991	2/16/2020	5,000	Fieldwood En	100.0%	TERMIN
SHIP SHOAL 105/126/129	SS 126	G12940	Federal	OP	5/1/1991	2/16/2020	5,000	Fieldwood En	100.0%	TERMIN
SHIP SHOAL 105/126/129	SS 129	G12941	Federal	RT	5/1/1991		5,000	Fieldwood En	100.0%	PROD
SHIP SHOAL 105/126/129	SS 129	G12941	Federal	ORRI	5/1/1991			Fieldwood En	3.3%	PROD
SHIP SHOAL 130	SS 130	00453	Federal	ORRI	1/1/1955	2/25/2020	5,000	W&T Off	3.0%	TERMIN
SHIP SHOAL 145	SS 145	G34831	Federal	CONT	9/1/2013	10/31/2019	5,000	Hoactzin Part	25.0%	TERMIN
SHIP SHOAL 150	SS 150	00419	Federal	ORRI	11/1/1954	-	5,000	Ridgelake En	5.0%	PROD
SHIP SHOAL 151	SS 151	G15282	Federal	RT	7/1/1995		5,000	EnVen En Vent	100.0%	PROD
\$0 Liability	SS 153	G18011	Federal	RT	7/1/1997	7/5/2016	5,000	Fieldwood En	33.3%	TERMIN
	SS 154	00420	Federal	ORRI	11/1/1954			Ridgelake En	8.0%	PROD
SHIP SHOAL 159	SS 159	G11984	Federal	OP	7/1/1990	10/31/2019	5,000	Hoactzin Part	15.5%	TERMIN
SHIP SHOAL 169/182/193/194	SS 169	00820	Federal	RT	4/1/1960		5,000	Fieldwood En	66.7%	PROD
EUGENE IS. 211/212 / SHIP SHOAL 175/176	SS 175	G05550	Federal	RT	7/1/1983		5,000	Chevron USA	66.7%	UNIT
EUGENE IS. 211/212 / SHIP SHOAL 175/176	SS 176	G33646	Federal	RT	7/1/2010		5,000	Fieldwood En	40.0%	PROD
SHIP SHOAL 178	SS 178	G05551	Federal	RT	7/1/1983		5,000	Fieldwood En	100.0%	PROD
SHIP SHOAL 169/182/193/194	SS 182	G03998	Federal	RT	3/1/1979		2,500	Fieldwood En	100.0%	PROD
SHIP SHOAL 189	SS 188	G05203	Federal	CONT	1/1/1983	12/30/1991	5,027	Fieldwood En	100.0%	TERMIN
SHIP SHOAL 189	SS 189	G04232	Federal	OP 5	12/1/1979		5,000	Fieldwood En	99.0%	PROD
SHIP SHOAL 189	SS 189	G04232	Federal	RT	12/1/1979		5,000	Fieldwood En	99.0%	PROD
SHIP SHOAL 189	SS 189	G4232	Federal	ORRI	12/1/1979			Fieldwood En	8.0%	PROD
SHIP SHOAL 190/206/207/216	SS 190	G10775	Federal	RT	4/1/1989	8/10/2019	5,000	Fieldwood En	60.0%	TERMIN
SHIP SHOAL 190/206/207/216	SS 190	G10775	Federal	OP	4/1/1989	8/10/2019	5,000	Fieldwood En	100.0%	TERMIN
SHIP SHOAL 169/182/193/194	SS 193	G13917	Federal	RT	5/1/1993		5,000	Fieldwood En	100.0%	PROD
SHIP SHOAL 169/182/193/194	SS 194	G15288	Federal	RT	7/1/1995		5,000	Fieldwood En	100.0%	PROD
SHIP SHOAL 198/199	SS 198	00593	Federal	RT	9/1/1955		2,969	Renaissance Off	50.0%	PROD
SHIP SHOAL 198/199	SS 198	G12355	Federal	OP	9/1/1955		2,031	Renaissance Off	25.0%	PROD
\$0 Liability	SS 199	00594	Federal	RT	9/1/1955		3,516	Talos En Off	50.0%	PROD
SHIP SHOAL 198/199	SS 199	G12358	Federal	OP	9/1/1955		1,484	Renaissance Off	50.0%	PROD
SHIP SHOAL 204	SS 204	G01520	Federal	RT	7/1/1967		5,000	Fieldwood En	55.2%	PROD
SHIP SHOAL 190/206/216	SS 206	G01522	Federal	RT	7/1/1967		5,000	Fieldwood En	60.0%	UNIT
SHIP SHOAL 190/206/216	SS 207	G01523	Federal	RT	7/1/1967		5,000	Fieldwood En	72.2%	UNIT
SHIP SHOAL 190/206/216	SS 207	G01523	Federal	OP	7/1/1967		5,000	Fieldwood En	47.6%	UNIT
SHIP SHOAL 189	SS 210	G05204	Federal	CONT	1/1/1983	12/26/1990	5,000	Fieldwood En	100.0%	RELINQ
SHIP SHOAL 190/206/216	SS 216	G01524	Federal	RT	7/1/1967		5,000	Fieldwood En	80.0%	PROD
SHIP SHOAL 243	SS 243	G10780	Federal	RT	7/1/1989		5,000	Fieldwood En	50.0%	PROD
SHIP SHOAL 243	SS 243	G10780	Federal	ORRI	7/1/1989			Fieldwood En	4.2%	PROD
SHIP SHOAL 246/247/248/270/271	SS 249	G01030	Federal	OP 1	6/1/1962		5,000	Fieldwood En Off	5.3%	UNIT
SHIP SHOAL 246/247/248/270/271	SS 249	G1030	Federal	ORRI	6/1/1962			Fieldwood En Off	0.2%	UNIT
\$0 Liability	SS 258	G05560	Federal	RT	7/1/1983	4/1/2016	5,000	Castex Off	100.0%	TERMIN
\$0 Liability	SS 258	G05560	Federal	OP	7/1/1983	4/1/2016	5,000	Castex Off	7.4%	TERMIN
SHIP SHOAL 258/259	SS 259	G05044	Federal	RT	4/1/1982	3/1/2018	5,141	Fieldwood En	100.0%	TERMIN
SHIP SHOAL 258/259	SS 259	G05044	Federal	OP	4/1/1982	3/1/2018	5,141	Fieldwood En	7.4%	TERMIN
\$0 Liability	SS 271	G01038	Federal	RT	6/1/1962		5,000	Fieldwood En Off	20.0%	UNIT
SHIP SHOAL 274	SS 274	G01039	Federal	RT	6/1/1962		5,000	Fieldwood En	100.0%	PROD
SHIP SHOAL 274	SS 276	G10785	Federal	RT	5/1/1989	10/31/2007	5,000	Monforte	66.7%	TERMIN
SHIP SHOAL 274	SS 277	G09627	Federal	RT	5/1/1988		5,000	Fieldwood En	1.0%	SOP
SHIP SHOAL 274	SS 277	G09627	Federal	OP	5/1/1988		5,000	Fieldwood En	100.0%	SOP
\$0 Liability	SS 278	G32206	Federal	RT	8/1/2008	7/31/2013	5,000	Apache	100.0%	EXPIR
SHIP SHOAL 300/314/315	SS 291	G02923	Federal	OP	12/1/1974		3,750	Fieldwood En	67.9%	OPERNs
SHIP SHOAL 30/31/32/33	SS 30	00333	Federal	RT	9/12/1946		5,000	W & T Off	37.5%	UNIT
	SS 301	G10794	Federal	ORRI	5/1/1989			Fieldwood En	1.5%	SOP
SHIP SHOAL 30/31/32/33	SS 31	00334	Federal	RT	9/12/1946		5,000	W & T Off	37.5%	UNIT
SHIP SHOAL 300/314/315	SS 314	G26074	Federal	OP 4	5/1/2004		5,000	Fieldwood En	37.5%	PROD
SHIP SHOAL 300/314/315	SS 314	G26074	Federal	RT	5/1/2004		5,000	Fieldwood En	75.0%	PROD
SHIP SHOAL 300/314/315	SS 314	G26074	Federal	ORRI	5/1/2004			Fieldwood En	4.5%	PROD
SHIP SHOAL 30/31/32/33	SS 32	00335	Federal	RT	9/12/1946		5,000	W & T Off	37.5%	UNIT
SHIP SHOAL 30/31/32/33	SS 33	00336	Federal	CONT	9/12/1946	-	5,000	W&T Off	28.9%	UNIT
SHIP SHOAL 30/31/32/33	SS 33	00336	Federal	ORRI	9/12/1946	-	5,000	W&T Off	0.8%	UNIT
SHIP SHOAL 354	SS 354	G15312	Federal	RT	7/1/1995		5,000	Fieldwood En	100.0%	PROD
\$0 Liability	SS 355	G33650	Federal	RT	6/1/2010	4/7/2016	5,323	Apache Shelf Exp	100.0%	RELINQ
SHIP SHOAL 58	SS 58	G07746	Federal	ORRI	7/1/1985		5,000	Talos Third Cst	10.5%	PROD
SOUTH PELTO 20 / PL 1/9/10/11 / SHIP SHOAL 68	SS 68	G02917	Federal	RT	12/1/1974	11/15/2019	5,000	Fieldwood En	100.0%	RELINQ
SHIP SHOAL 87	SS 87	G12349	Federal	ORRI	9/12/1946		1,953	Sanare En Part	1.0%	UNIT
SHIP SHOAL 91	SS 91	G02919	Federal	RT	12/1/1974		5,000	Fieldwood En	87.5%	PROD
SHIP SHOAL 91	SS 91	G02919	Federal	OP 2	12/1/1974		5,000	Fieldwood En	87.5%	PROD
SHIP SHOAL 91	SS 91	G02919	Federal	OP 2	12/1/1974		5,000	Fieldwood En	12.5%	PROD
SHIP SHOAL 91	SS 91	G02919	Federal	RT	12/1/1974		5,000	Fieldwood En	12.5%	PROD
\$0 Liability	ST 146	G33110	Federal	RT	7/1/2009	6/30/2014	3,772	Apache Shelf Exp	100.0%	EXPIR
SOUTH TIMBALIER 148	ST 148	G01960	Federal	RT	2/1/1970		2,500	Arena Off	15.6%	PROD
SOUTH TIMBALIER 148	ST 148	G01960	Federal	OP	2/1/1970		2,500	Arena Off	15.6%	PROD
SOUTH TIMBALIER 176	ST 161	G01248	Federal	OP	6/1/1962		5,000	Arena Off	25.0%	PROD
\$0 Liability	ST 166	G01252	Federal	OP	6/1/1962	8/27/2013	5,000	Apache	100.0%	TERMIN
\$0 Liability	ST 173	G04001	Federal	RT	3/1/1979	8/27/2013	5,000	Apache	100.0%	TERMIN
\$0 Liability	ST 179	G12020	Federal	RT	6/1/1990	8/27/2015	5,000	Fieldwood En Off	50.0%	TERMIN
\$0 Liability	ST 179	G12020	Federal	OP	6/1/1990	8/27/2015	5,000	Fieldwood En Off	68.8%	TERMIN
\$0 Liability	ST 190	G01261	Federal	RT	6/1/1962	9/27/2014	5,000	Black Elk En Off Op	40.0%	TERMIN
\$0 Liability	ST 190	G01261	Federal	OP	6/1/1962	9/27/2014	5,000	Black Elk En Off Op	40.0%	TERMIN

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Exhibit I-A(i)

Field	Block	Lease	Type	Rights	Date Le Eff	Date Le Exp	Le Cur Acres	Operator	WI	Lease Status
\$0 Liability	ST 194	G05610	Federal	RT	7/1/1983	1/5/2015	5,000	Fieldwood En	100.0%	TERMIN
\$0 Liability	ST 203	G01269	Federal	OP 1	6/1/1962	5/25/2014	5,000	Black Elk En Off Op	40.0%	TERMIN
\$0 Liability	ST 203	G01269	Federal	OP 2	6/1/1962	5/25/2014	5,000	Black Elk En Off Op	20.0%	TERMIN
\$0 Liability	ST 203	G01269	Federal	RT	6/1/1962	5/25/2014	5,000	Black Elk En Off Op	40.0%	TERMIN
SOUTH TIMBALIER 205/206	ST 205	G05612	Federal	RT	7/1/1983		5,000	Fieldwood En	50.0%	PROD
SOUTH TIMBALIER 205/206	ST 205	G05612	Federal	OP 3	7/1/1983		5,000	Fieldwood En	75.0%	PROD
SOUTH TIMBALIER 205/206	ST 205	G05612	Federal	OP 4	7/1/1983		5,000	Fieldwood En	100.0%	PROD
SOUTH TIMBALIER 205/206	ST 205	G05612	Federal	OP 7	7/1/1983		5,000	Fieldwood En	50.0%	PROD
SOUTH TIMBALIER 205/206	ST 205	G05612	Federal	OP 6	7/1/1983		5,000	Fieldwood En	75.0%	PROD
SOUTH TIMBALIER 205/206	ST 205	G05612	Federal	OP 5	7/1/1983		5,000	Fieldwood En	50.0%	PROD
SOUTH TIMBALIER 205/206	ST 206	G05613	Federal	RT	7/1/1983	1/31/2015	5,000	Fieldwood En	50.0%	TERMIN
\$0 Liability	ST 228	G32217	Federal	RT	8/1/2008	7/31/2013	5,000	Eni US Op	40.0%	EXPIR
SOUTH TIMBALIER 229	ST 229	G13938	Federal	OP	7/1/1993		2,148	W & T Off	33.3%	PROD
\$0 Liability	ST 244	G34341	Federal	RT	10/1/2012	9/16/2016	4,572	Apache Shelf Exp	100.0%	RELINQ
*No FW lease ownership	ST 26	G01361	Federal	RT	5/1/1964		625	Cox Op	50.0%	UNIT
*No FW lease ownership	ST 26	G01870	Federal	RT	11/1/1968		1,875	Cox Op	50.0%	UNIT
*No FW lease ownership	ST 26	G02620	Federal	RT	5/1/1974		2,500	Cox Op	50.0%	UNIT
SOUTH TIMBALIER 276/295/296	ST 276	G07780	Federal	RT	8/1/1985		5,000	Eni US Op	100.0%	UNIT
SOUTH TIMBALIER 276/295/296	ST 276	G07780	Federal	OP	8/1/1985		5,000	Eni US Op	100.0%	UNIT
EWING BANK 826/782 / SOUTH TIMBALIER 291	ST 290	G16454	Federal	RT	4/24/1996	1/5/2010	5,000	Apache	100.0%	TERMIN
EWING BANK 826/782 / SOUTH TIMBALIER 291	ST 291	G16455	Federal	RT	9/1/1996		5,000	Fieldwood En	100.0%	PROD
EWING BANK 826/782 / SOUTH TIMBALIER 291	ST 291	G16455	Federal	OP	9/1/1996		5,000	Fieldwood En	100.0%	PROD
SOUTH TIMBALIER 276/295/296	ST 295	G05646	Federal	RT	7/1/1983		5,000	Fieldwood En	100.0%	UNIT
SOUTH TIMBALIER 276/295/296	ST 296	G12981	Federal	RT	5/1/1991		5,000	Fieldwood En	100.0%	UNIT
SOUTH TIMBALIER 276/295/296	ST 296	G12981	Federal	OP	5/1/1991		5,000	Fieldwood En	100.0%	UNIT
SOUTH TIMBALIER 311	ST 311	G31418	Federal	RT	3/1/2008		5,000	Walter O&G	45.0%	PROD
SOUTH TIMBALIER 316	ST 316	G22762	Federal	RT	6/1/2001		4,435	W & T Off	20.0%	PROD
SOUTH TIMBALIER 311	ST 320	G24990	Federal	RT	5/1/2003		5,000	W & T Off	11.3%	PROD
\$0 Liability	ST 47	G33652	Federal	RT	7/1/2010	4/30/2015	5,000	Apache Shelf Exp	100.0%	RELINQ
SOUTH TIMBALIER 49	ST 49	G24956	Federal	RT	6/1/2003		5,000	Fieldwood En	100.0%	PROD
SOUTH TIMBALIER 49	ST 49	G24956	Federal	OP	6/1/2003		5,000	Fieldwood En	100.0%	PROD
\$0 Liability	ST 50	G34331	Federal	RT	8/1/2012	7/7/2016	5,000	Apache Shelf Exp	100.0%	RELINQ
SOUTH TIMBALIER 53/67/68	ST 53	G04000	Federal	RT	3/1/1979		5,000	Fieldwood En	50.0%	PROD
SOUTH TIMBALIER 53/67/68	ST 53	G04000	Federal	OP 1	3/1/1979		5,000	Fieldwood En	50.0%	PROD
\$0 Liability	ST 59	G31404	Federal	RT	2/1/2008	1/17/2014	5,000	LLOG Exp Off	25.0%	RELINQ
\$0 Liability	ST 64	G33106	Federal	RT	7/1/2009	6/30/2014	5,000	Apache Shelf Exp	100.0%	EXPIR
SOUTH TIMBALIER 53/67/68	ST 67	00020	Federal	CONT	4/25/1947			Fieldwood En	79.7%	UNIT
SABINE PASS 10	SX 17	G04143	Federal	RT	10/1/1979	9/30/2013	2,042	Apache	92.3%	RELINQ
SABINE PASS 10	SX 17	G04143	Federal	OP	10/1/1979	9/30/2013	2,042	Apache	20.0%	RELINQ
\$0 Liability	VK 118	G33697	Federal	RT	5/1/2010	4/30/2015	5,760	Apache Shelf Exp	75.0%	EXPIR
VIOSCA KNOLL 203/204	VK 203	G07890	Federal	RT	7/1/1985	11/29/2019	5,760	Talos ERT	33.3%	TERMIN
VIOSCA KNOLL 203/204	VK 203	G07890	Federal	OP	7/1/1985	11/29/2019	5,760	Talos ERT	33.3%	TERMIN
VIOSCA KNOLL 203/204	VK 204	G04921	Federal	RT	12/1/1981	11/29/2019	5,760	Talos ERT	33.3%	TERMIN
VIOSCA KNOLL 203/204	VK 204	G04921	Federal	OP	12/1/1981	11/29/2019	5,760	Talos ERT	33.3%	TERMIN
VIOSCA KNOLL 251/340/384	VK 251	G10930	Federal	OP	7/1/1989		5,760	Fieldwood En Off	7.5%	UNIT
VIOSCA KNOLL 251/340/384	VK 340	G10933	Federal	OP	7/1/1989		5,760	Fieldwood En Off	7.5%	UNIT
\$0 Liability	VK 384	G16541	Federal	OP	6/1/1996	2/8/2014	5,760	Chevron USA	20.0%	TERMIN
MAIN PASS 259/260 / VIOSCA KNOLL 693/694	VK 692/693	G07898	Federal	RT	9/1/1985	7/11/2020	4,773	Fieldwood En	56.9%	TERMIN
MAIN PASS 259/260 / VIOSCA KNOLL 693/694	VK 694	G13055	Federal	RT	7/1/1991	7/11/2020	3,214	Fieldwood En	53.1%	TERMIN
MAIN PASS 259/260 / VIOSCA KNOLL 693/694	VK 694	G13055	Federal	OP	7/1/1991	7/11/2020	3,214	Fieldwood En	92.1%	TERMIN
\$0 Liability	VK 698	G07901	Federal	RT	8/1/1985	2/20/2014	4,996	Fieldwood En	52.4%	TERMIN
\$0 Liability	VK 736	G13987	Federal	RT	7/1/1993	12/12/2013	4,742	Fieldwood En	100.0%	TERMIN
VIOSCA KNOLL 780	VK 780	G06884	Federal	RT	6/1/1984	12/12/2013	5,760	Fieldwood En	100.0%	TERMIN
VIOSCA KNOLL 780	VK 824	G15436	Federal	RT	9/1/1995	8/20/2013	5,760	Apache	100.0%	RELINQ
\$0 Liability	VK 856	G34872	Federal	RT	7/1/2013	6/21/2017	877	Apache Shelf Exp	75.0%	RELINQ
\$0 Liability	VK 899	G34408	Federal	RT	8/1/2012	7/31/2017	1,553	Apache Shelf Exp	100.0%	EXPIR
\$0 Liability	VK 115	G33593	Federal	RT	6/1/2010	4/30/2015	5,000	Apache Shelf Exp	100.0%	RELINQ
\$0 Liability	VR 128	G33594	Federal	RT	6/1/2010	4/30/2015	5,000	Apache Shelf Exp	100.0%	RELINQ
*No FW lease ownership	VR 131	00775	Federal	OP	5/1/1960	7/20/2020	4,923	Talos En Off	72.5%	TERMIN
\$0 Liability	VR 146	G33084	Federal	RT	7/1/2009	6/30/2014	5,000	Apache Shelf Exp	100.0%	EXPIR
\$0 Liability	VR 156	G34251	Federal	RT	10/1/2012	7/24/2015	5,000	Apache Shelf Exp	100.0%	RELINQ
\$0 Liability	VR 160	G34252	Federal	RT	10/1/2012	7/24/2015	5,000	Apache Shelf Exp	100.0%	RELINQ
\$0 Liability	VR 161	G34253	Federal	RT	10/1/2012	7/24/2015	4,868	Apache Shelf Exp	100.0%	RELINQ
VERMILION 252	VR 252	G05431	Federal	ORRI	7/1/1983		4,454	Castex Off	2.0%	PROD
VERMILION 253	VR 253	G17912	Federal	ORRI	7/1/1997		5,000	Castex Off	0.6%	PROD
\$0 Liability	VR 26	00297	Federal	OP 1	11/26/1946	9/12/2013	4,646	Apache Shelf	100.0%	TERMIN
\$0 Liability	VR 26	00297	Federal	OP 2	11/26/1946	9/12/2013	4,646	Apache Shelf	25.0%	TERMIN
\$0 Liability	VR 26	00297	Federal	RT	11/26/1946	9/12/2013	4,646	Apache Shelf	50.0%	TERMIN
VERMILION 261/262	VR 261	G03328	Federal	RT	4/1/1976	8/10/2020	5,429	Fieldwood En	75.0%	TERMIN
VERMILION 261/262	VR 261	G03328	Federal	OP 2	4/1/1976	8/10/2020	5,429	Fieldwood En	37.5%	TERMIN
VERMILION 261/262	VR 261	G03328	Federal	ORRI	4/1/1976			Fieldwood En	6.3%	TERMIN
VERMILION 261/262	VR 262	G34257	Federal	RT	10/1/2012	7/7/2017	5,485	Fieldwood En	75.0%	RELINQ
VERMILION 265	VR 265	G01955	Federal	RT	1/1/1970		5,000	Fieldwood En	100.0%	SOP
\$0 Liability	VR 27	G01329	Federal	OP 2	12/1/1962	6/16/2013	1,902	Apache Shelf	100.0%	TERMIN
\$0 Liability	VR 27	G01329	Federal	OP 1	12/1/1962	6/16/2013	1,902	Apache Shelf	25.0%	TERMIN
\$0 Liability	VR 27	G01329	Federal	RT	12/1/1962	6/16/2013	1,902	Apache Shelf	50.0%	TERMIN
VERMILION 271/272 / SMI 87/102	VR 271	G04800	Federal	OP	9/1/1981		4,418	Castex Off	12.5%	PROD
VERMILION 326	VR 326	G21096	Federal	RT	6/1/1999	8/21/2020	5,000	Fieldwood En	70.3%	TERMIN
	VR 332	G09514	Federal	CONT	3/30/1988			Fieldwood En	50.0%	PROD
\$0 Liability	VR 34	G01356	Federal	OP 1	6/1/1964	6/16/2013	625	Apache Shelf	100.0%	TERMIN
\$0 Liability	VR 34	G01356	Federal	OP 2	6/1/1964	6/16/2013	625	Apache Shelf	75.0%	TERMIN
\$0 Liability	VR 34	G01356	Federal	RT	6/1/1964	6/16/2013	625	Apache Shelf	100.0%	TERMIN
\$0 Liability	VR 35	00548	Federal	OP 1	9/1/1955	6/16/2013	2,500	Apache Shelf	100.0%	TERMIN
\$0 Liability	VR 35	00548	Federal	OP 2	9/1/1955	6/16/2013	2,500	Apache Shelf	75.0%	TERMIN
\$0 Liability	VR 35	00549	Federal	OP 1	9/1/1955	6/16/2013	2,500	Apache Shelf	100.0%	TERMIN
\$0 Liability	VR 35	00549	Federal	OP 2	9/1/1955	6/16/2013	2,500	Apache Shelf	75.0%	TERMIN
\$0 Liability	VR 35	00548	Federal	RT	9/1/1955	6/16/2013	2,500	Apache Shelf	100.0%	TERMIN
\$0 Liability	VR 35	00549	Federal	RT	9/1/1955	6/16/2013	2,500	Apache Shelf	100.0%	TERMIN
VERMILION 356	VR 356	G17921	Federal	ORRI	8/1/1997		4,093	EnVen En Vent	2.6%	PROD
\$0 Liability	VR 36	G01357	Federal	OP 2	6/1/1964	6/16/2013	625	Apache Shelf	75.0%	TERMIN
\$0 Liability	VR 36	G01357	Federal	OP 1	6/1/1964	6/16/2013	625	Apache Shelf	100.0%	TERMIN
\$0 Liability	VR 36	G01357	Federal	RT	6/1/1964	6/16/2013	625	Apache Shelf	100.0%	TERMIN
Other (TBD)	VR 369	G02274	Federal	OP 4	2/1/1973		5,000	Renaissance Off	23.2%	UNIT
Other (TBD)	VR 369	G02274	Federal	OP 3	2/1/1973		5,000	Renaissance Off	23.2%	UNIT
Other (TBD)	VR 369	G02274	Federal	RT	2/1/1973		5,000	Renaissance Off	23.2%	UNIT
Other (TBD)	VR 369	G02274	Federal	Unit	2/1/1973		5,000	Renaissance Off	23.2%	UNIT
\$0 Liability	VR 374	G32153	Federal	RT	8/1/2008	7/31/2013	5,000	Apache	100.0%	EXPIR
VERMILION 380/381	VR 380	G02580	Federal	RT	5/1/1974		5,000	Fieldwood En	100.0%	PROD
VERMILION 380/381	VR 381	G16314	Federal	RT	9/1/1996	10/27/2015	5,000	Apache Shelf	100.0%	TERMIN
VERMILION 380/381	VR 381	G16314	Federal	OP	9/1/1996	10/27/2015	5,000	Apache Shelf	80.0%	TERMIN
\$0 Liability	VR 386	G02278	Federal	RT A	2/1/1973		5,000	Marathon Oil	30.2%	UNIT
\$0 Liability	VR 386	G02278	Federal	RT B	2/1/1973		5,000	Marathon Oil	29.0%	UNIT
VERMILION 408	VR 408	G15212	Federal	RT	7/1/1995		5,000	Fieldwood En	12.5%	PROD
VERMILION 408	VR 408	G15212	Federal	OP	7/1/1995		5,000	Fieldwood En	100.0%	PROD



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Exhibit I-A(i)

Field	Block	Lease	Type	Rights	Date Le Eff	Date Le Exp	Le Cur Acres	Operator	WI	Lease Status
WEST CAMERON 71/72/102	WC 102	00247	Federal	RT	9/9/1946		5,000	Fieldwood En	100.0%	TERMIN
WEST CAMERON 110	WC 110	00081	Federal	RT	6/10/1947		5,000	BP E&P	100.0%	PROD
WEST CAMERON 110	WC 110	00081	Federal	OP	6/10/1947		5,000	BP E&P	37.5%	PROD
WEST CAMERON 110/111	WC 111	00082	Federal	RT	6/10/1947		1,250	BP E&P	100.0%	PROD
WEST CAMERON 110/111	WC 111	00082	Federal	OP	6/10/1947		1,250	BP E&P	37.5%	PROD
\$0 Liability	WC 111	G33046	Federal	RT	8/1/2009	7/31/2014	3,750	Eni US Op	25.0%	EXPIR
\$0 Liability	WC 130	G12761	Federal	RT	5/1/1991	4/1/2015	5,000	Eni US Op	25.0%	TERMIN
WEST CAMERON 144	WC 144	G01953	Federal	RT	2/1/1970	4/1/2016	5,000	Fieldwood En	62.5%	TERMIN
\$0 Liability	WC 155	G32114	Federal	RT	8/1/2008	7/31/2013	5,000	Apache	100.0%	EXPIR
WEST CAMERON 163	WC 163	G05299	Federal	RT A	7/1/1983	12/1/2015	5,000	Fieldwood En	61.0%	TERMIN
WEST CAMERON 163	WC 163	G05299	Federal	RT B	7/1/1983	12/1/2015	5,000	Fieldwood En	56.2%	TERMIN
\$0 Liability	WC 165	00758	Federal	RT	4/1/1960	12/30/2017	5,000	Fieldwood En	100.0%	TERMIN
\$0 Liability	WC 172	G01998	Federal	OP 1	2/1/1971	10/18/2014	5,000	Apache Shelf	22.5%	TERMIN
\$0 Liability	WC 172	G01998	Federal	OP 2	2/1/1971	10/18/2014	5,000	Apache Shelf	22.5%	TERMIN
\$0 Liability	WC 172	G01998	Federal	OP 3	2/1/1971	10/18/2014	5,000	Apache Shelf	22.5%	TERMIN
\$0 Liability	WC 172	G01998	Federal	OP 4	2/1/1971	10/18/2014	5,000	Apache Shelf	22.5%	TERMIN
\$0 Liability	WC 172	G01998	Federal	OP 10	2/1/1971	10/18/2014	5,000	Apache Shelf	25.0%	TERMIN
\$0 Liability	WC 172	G01998	Federal	OP 11	2/1/1971	10/18/2014	5,000	Apache Shelf	25.0%	TERMIN
\$0 Liability	WC 172	G01998	Federal	OP 12	2/1/1971	10/18/2014	5,000	Apache Shelf	25.0%	TERMIN
\$0 Liability	WC 181	G33558	Federal	RT	6/1/2010	4/30/2015	2,500	Apache Shelf Exp	100.0%	RELINQ
\$0 Liability	WC 196	G05292	Federal	RT	7/1/1983	8/27/2013	5,000	Union Oil CA	8.3%	TERMIN
*No FW asset ownership	WC 20	00680	Federal	OP	8/1/1959		1,873	Sanare En Part	50.0%	PROD
\$0 Liability	WC 210	G34216	Federal	RT	10/1/2012	3/3/2014	5,000	Apache	100.0%	RELINQ
\$0 Liability	WC 225	G00900	Federal	OP 1	4/1/1962	3/14/2018	5,000	Tarpon O&D	26.7%	TERMIN
WEST CAMERON 269	WC 269	G13563	Federal	OP	8/1/1992	8/11/2020	5,000	Sanare En Part	33.8%	TERMIN
WEST CAMERON 289/290/294	WC 290	G04818	Federal	OP 1	9/1/1981	7/21/2020	5,000	Fieldwood En Off	10.4%	TERMIN
WEST CAMERON 289/290/294	WC 290	G04818	Federal	RT	9/1/1981	7/21/2020	5,000	Fieldwood En Off	16.7%	TERMIN
\$0 Liability	WC 291	G04397	Federal	RT	11/1/1980	7/16/2013	5,000	Apache	100.0%	TERMIN
\$0 Liability	WC 291	G04397	Federal	OP	11/1/1980	7/16/2013	5,000	Apache	60.0%	TERMIN
WEST CAMERON 295	WC 295	G24730	Federal	OP 1	5/1/2003		5,000	Fieldwood En	20.6%	PROD
\$0 Liability	WC 300	G15078	Federal	RT	7/1/1995	12/21/2013	5,000	SandRidge En Off	14.0%	TERMIN
\$0 Liability	WC 300	G15078	Federal	OP	7/1/1995	12/21/2013	5,000	SandRidge En Off	24.4%	TERMIN
\$0 Liability	WC 310	G17789	Federal	RT	8/1/1997	6/3/2016	5,000	Fieldwood En	100.0%	TERMIN
\$0 Liability	WC 310	G17789	Federal	OP	8/1/1997	6/3/2016	5,000	Fieldwood En	73.7%	TERMIN
WEST CAMERON 33	WC 33	G15050	Federal	RT	7/1/1995		2,891	Fieldwood En	100.0%	PROD
WEST CAMERON 35/65/66	WC 34	G03251	Federal	RT	9/1/1975	6/1/2012	4,506	Apache	100.0%	TERMIN
WEST CAMERON 35/65/66	WC 35	G02819	Federal	RT	12/1/1974	11/3/2013	4,688	Apache	100.0%	TERMIN
WEST CAMERON 35/65/66	WC 35	G02819	Federal	OP	12/1/1974	11/3/2013	4,688	Apache	100.0%	TERMIN
WEST CAMERON 35/65/66	C 35, WC 6	G01860	Federal	OP 2	1/1/1969		1,563	BP E&P	100.0%	PROD
WEST CAMERON 35/65/66	WC 35/66	G01860	Federal	RT	1/1/1969		1,563	BP E&P	100.0%	PROD
\$0 Liability	WC 401	G07619	Federal	RT	7/1/1985	9/27/2015	5,000	ConocoPhillips	33.3%	TERMIN
\$0 Liability	WC 576	G33061	Federal	RT	6/1/2009	5/31/2014	5,000	Apache Shelf Exp	100.0%	EXPIR
\$0 Liability	WC 624	G33064	Federal	RT	6/1/2009	5/31/2014	5,000	Apache Shelf Exp	100.0%	EXPIR
WEST CAMERON 35/65/66	WC 65	G02825	Federal	OP 4	12/1/1974		5,000	BP E&P	81.3%	PROD
WEST CAMERON 35/65/66	WC 65	G02825	Federal	RT	12/1/1974		5,000	BP E&P	100.0%	PROD
WEST CAMERON 35/65/66	WC 65	G02825	Federal	OP	12/1/1974		5,000	BP E&P	100.0%	PROD
\$0 Liability	WC 650	G34217	Federal	RT	10/1/2012	9/19/2016	5,000	Apache Shelf Exp	100.0%	RELINQ
\$0 Liability	WC 650	G34218	Federal	RT	10/1/2012	9/19/2016	5,000	Apache Shelf Exp	100.0%	RELINQ
\$0 Liability	WC 657	G34219	Federal	RT	10/1/2012	9/19/2016	5,000	Apache Shelf Exp	100.0%	RELINQ
WEST CAMERON 35/65/66	WC 66	G02826	Federal	OP 2	12/1/1974		3,750	Fieldwood En	75.0%	PROD
WEST CAMERON 35/65/66	WC 66	G02826	Federal	OP	12/1/1974		3,750	Fieldwood En	100.0%	PROD
WEST CAMERON 35/65/66	WC 67	G03256	Federal	OP 1	9/1/1975	2/8/2008	5,000	Apache	100.0%	TERMIN
WEST CAMERON 35/65/66	WC 67	G03256	Federal	OP 2	9/1/1975	2/8/2008	5,000	Apache	66.6%	TERMIN
\$0 Liability	WC 68	00526	Federal	RT	9/1/1955	9/3/2014	2,500	BP Am Prod	100.0%	TERMIN
WEST CAMERON 35/65/66	WC 71	00244	Federal	RT	9/9/1946	12/19/2019	5,000	Fieldwood En	100.0%	TERMIN
WEST CAMERON 71/72/102	WC 72	G23735	Federal	RT	7/1/2002		5,000	Fieldwood En Off	25.0%	PROD
*No FW asset ownership	WC 73	G23736	Federal	OP	7/1/2002		5,000	Castex Off	25.0%	PROD
\$0 Liability	WC 99	G34213	Federal	RT	8/1/2012	7/7/2016	5,000	Apache Shelf Exp	100.0%	RELINQ
WEST DELTA 90/103	WD 103	00840	Federal	RT	5/1/1960		3,984	Fieldwood En	100.0%	PROD
WEST DELTA 90/103	WD 103	G12360	Federal	OP 1	5/1/1960		1,016	Fieldwood En	81.3%	PROD
WEST DELTA 104/105	WD 104	00841	Federal	RT	5/1/1960		5,000	Fieldwood En	100.0%	PROD
WEST DELTA 104/105	WD 104	00841	Federal	OP 1	5/1/1960		5,000	Fieldwood En	100.0%	PROD
WEST DELTA 104/105	WD 104	00841	Federal	OP 2	5/1/1960		5,000	Fieldwood En	100.0%	PROD
WEST DELTA 104/105	WD 104	00841	Federal	OP 3	5/1/1960		5,000	Fieldwood En	100.0%	PROD
WEST DELTA 104/105	WD 104	00841	Federal	OP 5	5/1/1960		5,000	Fieldwood En	100.0%	PROD
WEST DELTA 104/105	WD 105	00842	Federal	RT	5/1/1960		5,000	Fieldwood En	100.0%	PROD
WEST DELTA 104/105	WD 105	00842	Federal	OP 3	5/1/1960		5,000	Fieldwood En	100.0%	PROD
WEST DELTA 104/105	WD 105	00842	Federal	OP 4	5/1/1960		5,000	Fieldwood En	100.0%	PROD
WEST DELTA 104/105	WD 105	00842	Federal	OP 5	5/1/1960		5,000	Fieldwood En	100.0%	PROD
WEST DELTA 104/105	WD 105	00842	Federal	OP 6	5/1/1960		5,000	Fieldwood En	100.0%	PROD
WEST DELTA 121/122	WD 121	G19843	Federal	OP 1	8/1/1998		5,000	Fieldwood En	84.0%	PROD
WEST DELTA 121/122	WD 122	G13645	Federal	OP 1	8/1/1992		5,000	Fieldwood En	84.0%	PROD
WEST DELTA 121/122	WD 122	G13645	Federal	OP 2	8/1/1992		5,000	Fieldwood En	84.0%	PROD
WEST DELTA 121/122	WD 122	G13645	Federal	RT	8/1/1992		5,000	Fieldwood En	100.0%	PROD
SOUTH PASS 87/89 / WEST DELTA 128	WD 128	G10883	Federal	RT	6/1/1989	8/2/2020	5,000	Fieldwood En	100.0%	TERMIN
WEST DELTA 133	WD 133	G1106	Federal	ORRI	5/1/1962			Arena Off	1.0%	PROD
WEST DELTA 133	WD 133	G1106	Federal	ORRI	5/1/1962			Arena Off	7.2%	PROD
WEST DELTA 133	WD 133	G01106	Federal	RT	5/1/1962		5,000	Arena Off	100.0%	PROD
\$0 Liability	WD 34	G03414	Federal	RT	1/1/1977	3/20/2017	2,500	Fieldwood En	76.7%	TERMIN
\$0 Liability	WD 34	G03414	Federal	OP	1/1/1977	3/20/2017	2,500	Fieldwood En	46.7%	TERMIN
\$0 Liability	WD 38	G22772	Federal	RT	5/1/2001	9/13/2013	1,796	Apache	87.5%	TERMIN
\$0 Liability	WD 38	G22772	Federal	OP	5/1/2001	9/13/2013	1,796	Apache	43.8%	TERMIN
\$0 Liability	WD 41	G01073	Federal	RT	3/1/1962	10/25/2013	5,000	Apache	100.0%	TERMIN
\$0 Liability	WD 41	G01073	Federal	OP	3/1/1962	10/25/2013	5,000	Apache	50.0%	TERMIN
\$0 Liability	WD 42	G16470	Federal	RT	9/1/1996	1/26/2014	5,000	Fieldwood En	100.0%	TERMIN
\$0 Liability	WD 42	G16470	Federal	OP	9/1/1996	1/26/2014	5,000	Fieldwood En	50.0%	TERMIN
	WD 53	17935	SL- LA	WI	10/13/2003	1/27/2015	-	Whitney Oil	33.3%	TERMIN
GRAND ISLE 43 (G132-52/ WD67-71, 94-96)	WD 67	00179	Federal	RT	7/17/1948		2,500	GOM Shelf	75.0%	UNIT
GRAND ISLE 43 (G132-52/ WD67-71, 94-96)	WD 67	00179	Federal	OP 2	7/17/1948		2,500	GOM Shelf	37.5%	UNIT
GRAND ISLE 43 (G132-52/ WD67-71, 94-96)	WD 68	00180	Federal	RT	7/17/1948		1,833	GOM Shelf	75.0%	UNIT
GRAND ISLE 43 (G132-52/ WD67-71, 94-96)	WD 68	00180	Federal	OP 2	7/17/1948		1,833	GOM Shelf	37.5%	UNIT
GRAND ISLE 43 (G132-52/ WD67-71, 94-96)	WD 69	00181	Federal	RT	7/17/1948		3,665	GOM Shelf	75.0%	UNIT
GRAND ISLE 43 (G132-52/ WD67-71, 94-96)	WD 69	00181	Federal	OP 2	7/17/1948		3,665	GOM Shelf	37.5%	UNIT
GRAND ISLE 43 (G132-52/ WD67-71, 94-96)	WD 70	00182	Federal	RT	7/17/1948		5,000	GOM Shelf	75.0%	UNIT
GRAND ISLE 43 (G132-52/ WD67-71, 94-96)	WD 70	00182	Federal	OP 2	7/17/1948		5,000	GOM Shelf	37.5%	UNIT
GRAND ISLE 43 (G132-52/ WD67-71, 94-96)	WD 71	00838	Federal	RT	4/1/1960		5,000	GOM Shelf	75.0%	UNIT
GRAND ISLE 43 (G132-52/ WD67-71, 94-96)	WD 71	00838	Federal	OP 2	4/1/1960		5,000	GOM Shelf	37.5%	UNIT
WEST DELTA 75/90	WD 75	G01085	Federal	RT	6/1/1962		5,000	Fieldwood En	100.0%	PROD
WEST DELTA 90/103	WD 90	G01089	Federal	OP 3	6/1/1962		5,000	Fieldwood En	81.3%	PROD
WEST DELTA 90/103	WD 90	G01089	Federal	RT	6/1/1962		5,000	Fieldwood En	100.0%	PROD
GRAND ISLE 43 (G132-52/ WD67-71, 94-96)	WD 94	00839	Federal	RT	5/1/1960		5,000	GOM Shelf	75.0%	PROD
GRAND ISLE 43 (G132-52/ WD67-71, 94-96)	WD 94	00839	Federal	OP 2	5/1/1960		5,000	GOM Shelf	37.5%	PROD
GRAND ISLE 43 (G132-52/ WD67-71, 94-96)	WD 95	G01497	Federal	RT	12/1/1966		5,000	GOM Shelf	75.0%	PROD
GRAND ISLE 43 (G132-52/ WD67-71, 94-96)	WD 95	G01497	Federal	OP 1	12/1/1966		5,000	GOM Shelf	75.0%	PROD

Field	Block	Lease	Type	Rights	Date Le Eff	Date Le Exp	Le Cur Acres	Operator	WI	Lease Status
GRAND ISLE 43 (G132-52/ WD67-71, 94-96)	WD 96	G01498	Federal	RT	12/1/1966		3,665	GOM Shelf	75.0%	PROD
GRAND ISLE 43 (G132-52/ WD67-71, 94-96)	WD 96	G01498	Federal	OP 2	12/1/1966		3,665	GOM Shelf	37.5%	PROD

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Lease / ROW / RUE	Status	Area	Block	Depths	Area / Aliquot	Leasehold	WI
G06069	TERMIN	Brazos Area	491	6891 to 99999	All	Operating Rights	50.00000%
G01757	PROD	Brazos Area	A0105	14090 to 99999	NE/4;S/2	Operating Rights	6.25000%
G02665	PROD	Brazos Area	A-133	Below 13,840' MD	SE/4	Operating Rights	12.50000%
G13576	SOP	East Cameron	71	14,645' to 99,999'	N/2N/2, N/2S/2N/2, S/2SW/4NW/4, SW/4SE/4NW/4, W/2SW/4, W/2E/2SW/4, SE/4SE/4SW/4 and S/2S/2SE/4	Operating Rights	50.00000%
G13576	SOP	East Cameron	71	10,400' to 99,999'	N/2SE/4, N/2S/2SE/4, S/2S/2NE/4, SE/4SE/4NW/4, E/2NE/4SW/4, NE/4SE/4SW/4	Operating Rights	100.00000%
G02063	PROD	East Cameron	338	7,244' TVDSS to 99,999'		Operating Rights	7.83469%
G01440	PROD	East Cameron	9 & 14	15199 to 99999	SE/4;E/2SW/4	Operating Rights	50.00000%
49	PROD	Eugene Island	119	15,410' TVDSS to 99,999'	NW/4	Operating Rights	25.00000%
49	PROD	Eugene Island	119	15,410' TVDSS to 99,999'	SW/4; E/2	Operating Rights	20.00000%
50	PROD	Eugene Island	120	14,136' to 99,999	All	Operating Rights	50.00000%
51	OPERNs	Eugene Island	125	13,334' to 99,999	All	Operating Rights	50.00000%
52	PROD	Eugene Island	126	9,400 to 99,999	SE/4NE/4;NE/4SE/4	Operating Rights	100.00000%
52	PROD	Eugene Island	126	12,056 to 99,999	W/2;W/2E/2;NE/4NE/4;SE/4SE/4	Operating Rights	50.00000%
G03152	PROD	Eugene Island	136	19,135' to 99,999	All	Operating Rights	50.00000%
G01220	PROD	Eugene Island	158	17,588 to 99,999		Operating Rights	50.00000%
G13622	PROD	Eugene Island	173	14,097' to 99,999	All	Operating Rights	50.00000%
G03782	PROD	Eugene Island	174	from the stratigraphic equivalent of 100' below a true vertical depth of 10,960' as encountered in the Newfield Exploration Company OCSG 3782 Well No. A10 to 99,999' TVDSS	SW/4	Operating Rights	100.00000%
G03782	PROD	Eugene Island	174	12,431' TVDSS to 99,999'	N/2;SE/5	Operating Rights	50.00000%
438	PROD	Eugene Island	175	13,032 to 99,999	All	Operating Rights	37.50000%
G10736	PROD	Eugene Island	187	17,170' to 99,999	All	Operating Rights	50.00000%
423	PROD	Eugene Island	189	13,638' to 99,999	W/2;W/2E/2	Operating Rights	50.00000%
G05502	UNIT	Eugene Island	211	surface to 99,999'	SE/4SE/4; E/2SW/4SE/4	Operating Rights	66.66667%
G05504	PROD	Eugene Island	224	18,000' to 99,999'	All	Operating Rights	15.00000%
G22679	TERMIN	Eugene Island	312	9,000' TVD to 99,999' TVDSS	E/2NW/4;W/2NE/4	Operating Rights	50.00000%
G22679	TERMIN	Eugene Island	312	9,015' TVDSS to 99,999'	W/2NW/4;E/2NE/4;S/3	Operating Rights	50.00000%
G02112	TERMIN	Eugene Island	315	25,000' SS TVD down to 99,999'	S/2	Operating Rights	25.00000%
G24912	PROD	Eugene Island	315	8,000' subsea to 99,999'	N/2	Operating Rights	50.00000%
G05040	PROD	Eugene Island	316	7,739' TVDSS to 99,999'	All	Operating Rights	50.00000%
G02912	TERMIN	Eugene Island	329	from 7,871' TVDSS to 99,999'		Operating Rights	50.00000%
G02115	UNIT	Eugene Island	330	8,329' TVDSS to 99,999'	SW/4, SW/4NW/4, S/2NW/4NW/4, NW/4NW/4NW/4, S/2SE/4NW/4, NW/4SE/4NW/4, SW/4SE/4, S/2NW/4SE/4, NW/4NW/4SE/4, S/2SE/4SE/4 and NW/4SE/4SE/4	Operating Rights	21.00000%
G02115	UNIT	Eugene Island	330	8,329' TVDSS to 99,999'	SW/4, SW/4NW/4, S/2NW/4NW/4, NW/4NW/4NW/4, S/2SE/4NW/4, NW/4SE/4NW/4, SW/4SE/4, S/2NW/4SE/4, NW/4NW/4SE/4, S/2SE/4SE/4 and NW/4SE/4SE/4	Operating Rights	11.51246%
G02317	TERMIN	Eugene Island	333	12,629' TVDSS to 99,999' TVDSS		Operating Rights	50.00000%
G15263	TERMIN	Eugene Island	334	12,629' TVDSS to 99,999' TVDSS		Operating Rights	50.00000%
G03332	UNIT	Eugene Island	337	7,026' TVD to 99,999' TVDSS.	NE/4NE/4NE/4	Operating Rights	98.00000%
G03332	UNIT	Eugene Island	337	6,020' TVDSS to 99,999' TVDSS	SW/4SE/4SE/4; S/2SW/4SW/4	Operating Rights	100.00000%
G03332	UNIT	Eugene Island	337	12,455' TVDSS to 99,999'	SE/4SW/4, W/2SE/4, and SW/4NE/4	Operating Rights	50.00000%
G14482	PROD	Eugene Island	346	13,469' TVDSS to 99,999' TVDSS	N/2NW/4, SE/4NW/4, NE/4SW/4NW/4, E/2SW/4, E/2SW/4SW/4 and SE/4	Operating Rights	50.00000%
G14482	PROD	Eugene Island	346	7,511' TVD to 99,999' TVDSS	NE/4	Operating Rights	100.00000%
G14482	PROD	Eugene Island	346	from the stratigraphic equivalent of 12,890' TVD, being the total depth drilled in the Eugene Island Area, South Addition, Block 346, OCSG 14482, B1 Well plus 100 feet being 12,990' TVD to 99,999' TVDSS	W/2SW/4NW/4, SE/4SW/4NW/4, NW/4SW/4, and W/2SW/4SW/4	Operating Rights	100.00000%
G10752	PROD	Eugene Island	354	9,669' TVDSS to 99,999'	S/2, S/2N/2 and NE/4NE/4	Operating Rights	50.00000%
G02324	PROD	Eugene Island	361	5,220' TVDSS to 99,999' TVDSS	All	Operating Rights	6.17647%
G31470	PROD	Ewing Bank	782	12,960' TVDSS to 99,999	All	Operating Rights	50.00000%
G03228	UNIT	Galveston	180	8,900' to 99,999		Operating Rights	50.00000%
G25524	PROD	Galveston	210	100' below the stratigraphic equivalent of 10,200' TD to 99,999' TVDSS	N/2NE/4	Operating Rights	33.34000%
G25524	PROD	Galveston	210	9,636' to 99,999	S/2NE/4, NW/4 and S/2	Operating Rights	33.34000%
174	UNIT	Grand Isle	32	depths below 18,000' subsea (TVDS) to 99,999' subsea (TVDS).	S/2	Operating Rights	18.75000%
126	UNIT	Grand Isle	39	below 18,000' subsea (TVDS) to 99,999' subsea (TVDS)	E/2	Operating Rights	18.75000%
127	UNIT	Grand Isle	39	below 18,000' subsea (TVDS) to 99,999' subsea (TVDS)	W/2	Operating Rights	18.75000%
128	UNIT	Grand Isle	40	18,000' subsea (TVDS) to 99,999'		Operating Rights	18.75000%
129	UNIT	Grand Isle	41	below 18,000' subsea (TVDS) to 99,999' subsea (TVDS)	E/2	Operating Rights	18.75000%
130	UNIT	Grand Isle	41	18,000' subsea (TVDS) to 99,999' subsea (TVDS)	W/2	Operating Rights	18.75000%
131	UNIT	Grand Isle	42	below 18,000' subsea (TVDS) to 99,999'		Operating Rights	18.75000%
175	UNIT	Grand Isle	43	18,000' subsea (TVDS) to 99,999'		Operating Rights	18.75000%
176	UNIT	Grand Isle	44	18,000' subsea (TVDS) to 99,999'	N/2	Operating Rights	18.75000%
132	UNIT	Grand Isle	46	18,000' subsea (TVDS) to 99,999'		Operating Rights	18.75000%
133	UNIT	Grand Isle	47	18,000' subsea (TVDS) to 99,999'		Operating Rights	18.75000%
134	UNIT	Grand Isle	48	18,000' subsea (TVDS) to 99,999'		Operating Rights	18.75000%
177	UNIT	Grand Isle	52	depths below 17,651' TVDSS down to 99,999' TVDSS	N/2	Operating Rights	18.75000%
G13944	UNIT	Grand Isle	116	19,402' TVDSS to 99,999' TVDSS		Operating Rights	25.00000%
G01848	PROD	High Island	129	15,418' TVDSS to 99,999'	W/2NW/4, SE/4NW/4, W/2NE/4NW/4;S/2	Operating Rights	45.00000%
G03236	UNIT	High Island	179	9,839' TVDSS to 99,999'	W/2NW/4;S/2	Operating Rights	50.00000%
G03236	UNIT	High Island	179	10,036' TVDSS to 99,999'	E/2N/2;E/2W/2N/2	Operating Rights	50.00000%
G20660	PROD	High Island	206	12,145' TVDSS to 99,999'	All	Operating Rights	50.00000%
G25605	PROD	High Island	A0341	8,847' TVDSS to 99,999'	All	Operating Rights	30.00000%
G02750	PROD	High Island	A0365	5,659' TVDSS to 99,999'	All	Operating Rights	26.54255%
G02754	PROD	High Island	A0376	11,850' TVDSS to 99,999'	N/2, SW/4, W/2SE/4, SE/4SE/4, W/2NE/4SE/4 and SE/4NE/4SE/4	Operating Rights	22.28723%
G02757	PROD	High Island	A0382	11,025' TVDSS to 99,999'	All	Operating Rights	36.20529%
G02721	PROD	High Island	A0595	10,827' TVDSS to 99,999'	All	Operating Rights	36.20510%
G02722	PROD	High Island	A0596	13,264' TVDSS to 99,999'	All	Operating Rights	36.20510%
G02393	PROD	High Island	A0573	7,795' to 99,999'		Operating Rights	36.20510%
G04481	RELINQ	Main Pass	77	depths below the stratigraphic equivalent of 13,040' measured depth on the Schlumberger IFS/Sonic wireline log (RUN 4) dated 7/12/81 for the Chevron U.S.A. Inc. State of La. Lease 8693 Well No. 4 (API # 1772520242), Main Pass Block 77 field down to 99,999'		Operating Rights	11.76468%
G02193	PROD	Main Pass	140	8,959' TVDSS to 99,999'		Operating Rights	32.50000%
G07827	TERMIN	Main Pass	259	11,636' TVDSS to 99,999' TVDSS		Operating Rights	28.45078%
G07828	TERMIN	Main Pass	260	from 12,072' TVDSS to 99,999' TVDSS		Operating Rights	28.45078%
G15395	PROD	Main Pass	275	11,278' TVDSS to 99,999' TVDSS		Operating Rights	50.00000%
G01666	PROD	Main Pass	289	9,077' TVDSS to 99,999' TVDSS	N/2, SW/4 and W/2W/2SE/4	Operating Rights	50.00000%
G01673	UNIT	Main Pass	296	below 9,500' TVDSS down to 99,999' TVDSS		Operating Rights	16.66667%
G04253	UNIT	Main Pass	303	6,060' TVDSS to 99,999'	N/2 and N/2S/2	Operating Rights	93.10100%
G32265	PROD	Main Pass	308	from 6,284' TVDSS to 99,999' TVDSS		Operating Rights	50.00000%
G08760	PROD	Main Pass	309	6,510' TVDSS to 99,999'		Operating Rights	50.00000%
G04126	UNIT	Main Pass	310	6,944' TVDSS to 99,999' TVDSS		Operating Rights	50.00000%



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Lease / ROW / RUE	Status	Area	Block	Depths	Area / Aliquot	Leasehold	WI
G02213	PROD	Main Pass	311	below 12,000' TVDSS down to 99,999' TVDSS		Operating Rights	16.6666%
G16520	PROD	Main Pass	312	10,989' TVDSS to 99,999' TVDSS		Operating Rights	50.0000%
G08467	PROD	Main Pass	315	from the stratigraphic equivalent of the deepest depth found production (7,830' MD/TVD) in the Apache Corporation OCS-G 8467 No 2 Well plus 100' to 99,999'	W/2NW/4 and W/2E/2NW/4	Operating Rights	100.0000%
G08467	PROD	Main Pass	315	from 7,760' TVDSS to 99,999' TVDSS	S/2, NE/4 and E/2E/2NW/4	Operating Rights	50.0000%
G01966	UNIT	Main Pass	152	from the stratigraphic equivalent of 10,700' Measured Depth as seen in the OCSG 1967 #3 Well down to a depth of 50,000'		Operating Rights	37.5000%
G01967	UNIT	Main Pass	153	10,700' MD down to a depth of 50,000' TVD		Operating Rights	37.5000%
MF88562	Shut-In	Matagorda Is	487	4 below the base of the MF Sand	SW/4	Leasehold	50.0000%
MF88560	Shut-In	Matagorda Is	487	below the base of the MF Sand	SE/4	Leasehold	50.0000%
MF80522	Shut-In	Matagorda Is	518	below the base of the 15600 Sand	NW/4	Leasehold	50.0000%
MF79413	Shut-In	Matagorda Is	519	below the base of the 16950 Sand	NE/4	Leasehold	50.0000%
G09777	PROD	Mississippi Canyon	108	below 20,000' true vertical depth subsea down to 99,999'	All	Operating Rights	37.5939%
G18192	PROD	Mississippi Canyon	110	6,688' TVDSS to 99,999'	All	Operating Rights	25.0000%
G02968	PROD	Mississippi Canyon	311	11,860' TVDSS to 99,999'	All	Operating Rights	50.0000%
G26176	PROD	Mobile	826	21,730' TVDSS to 99,999'		Operating Rights	37.5000%
333	UNIT	Ship Shoal	30	17,478' TVDSS to 99,999' TVDSS	All	Operating Rights	18.7500%
G02919	PROD	Ship Shoal	91	11,148' TVDSS to 99,999' TVDSS		Operating Rights	6.2500%
G02919	PROD	Ship Shoal	91	11,148' TVDSS to 99,999' TVDSS		Operating Rights	28.1250%
G12941	PROD	Ship Shoal	129	17,446' TVDSS to 99,999' TVDSS	All	Operating Rights	50.0000%
G15282	PROD	Ship Shoal	151	from the stratigraphic equivalent of 12,612' MD as seen in the Zilkha OCS-G 15282 Well No. 1 (said depth being 100' below the total depth drilled and logged in the Zilkha OCS-G 15282 Well No. 1), down to 99,999' TVDSS	All	Operating Rights	50.0000%
820	PROD	Ship Shoal	169	10,658' TVDSS to 99,999' TVDSS	All	Operating Rights	33.3300%
G05550	UNIT	Ship Shoal	175	surface to 99,999' TVD	S/2SW/4NW/4; NW/4SW/4	Operating Rights	66.6667%
G33646	PROD	Ship Shoal	176	12,274' TVDSS to 99,999' TVDSS	All	Operating Rights	20.0000%
G05551	PROD	Ship Shoal	178	10,031' TVDSS to 99,999' TVDSS	All	Operating Rights	50.0000%
G03998	PROD	Ship Shoal	182	11,825' TVDSS to 99,999' TVDSS	W/2	Operating Rights	50.0000%
G04232	PROD	Ship Shoal	189	19,077' TVDSS to 99,999' TVDSS	W/2, SE/4, N/2N/2NE/4 and SW/4NW/4NE/4	Operating Rights	49.4791%
G04232	PROD	Ship Shoal	189	19,000' TVD to 99,999' TVDSS	S/2NE/4, SE/4NW/4NE/4 and S/2NE/4NE/4	Operating Rights	49.4791%
G13917	PROD	Ship Shoal	193	12,901' TVDSS to 99,999' TVDSS	All	Operating Rights	50.0000%
G15288	PROD	Ship Shoal	194	13,619' TVDSS to 99,999' TVDSS		Operating Rights	50.0000%
G12355	PROD	Ship Shoal	198	12,072' TVDSS to 99,999'	NW/4, W/2W/2NE/4, N/2NE/4SW/4, NW/4SW/4SW/4	Operating Rights	25.0000%
593	PROD	Ship Shoal	198	12,072' TVDSS to 99,999'	E/2NE/4; E/2W/2NE/4; S/2NE/4SW/4; S/2SW/4; SE/4	Operating Rights	25.0000%
594	PROD	Ship Shoal	199	10,440' TVDSS to 99,999' TVDSS	W/2, W/2W/2NE/4, W/2NW/4SE/4, SE/4NW/4SE/4, SW/4SE/4, S/2SE/4SE/4	Operating Rights	25.0000%
G01520	PROD	Ship Shoal	204	12,791' TVDSS to 99,999' TVDSS	All	Operating Rights	27.5816%
G01522	UNIT	Ship Shoal	206	12,355' TVDSS to 99,999' TVDSS	All	Operating Rights	30.0000%
G01523	UNIT	Ship Shoal	207	below 15,000' down to 99,999' TVD	All	Operating Rights	23.9587%
G01524	PROD	Ship Shoal	216	14,088' TVDSS to 99,999' TVDSS	All	Operating Rights	27.7781%
G10780	PROD	Ship Shoal	243	from 15,858' TVDSS to 99,999' TVDSS	E/2	Operating Rights	25.0000%
G10780	PROD	Ship Shoal	243	20,000' TVDSS to 99,999' TVDSS	W/2	Operating Rights	25.0000%
G01038	UNIT	Ship Shoal	271	7,810' TVDSS to 99,999' TVDSS	All	Operating Rights	10.0000%
G01039	PROD	Ship Shoal	274	8,525' TVDSS to 99,999' TVDSS	All	Operating Rights	50.0000%
G26074	PROD	Ship Shoal	314	10,750' TVDSS to 99,999' TVDSS	W/2W/2	Operating Rights	37.5000%
G26074	PROD	Ship Shoal	314	10,950' TVDSS to 99,999' TVDSS	E/2W/2 and E/2	Operating Rights	37.5000%
G15312	PROD	Ship Shoal	354	14,853' TVDSS to 99,999' TVDSS	All	Operating Rights	50.0000%
334	UNIT	Ship Shoal	31	15,320' to 99,999'		Operating Rights	18.7500%
335	UNIT	Ship Shoal	32	11,315' to 99,999'		Operating Rights	18.7500%
G09627	SOP	Ship Shoal	277	10,000' TVD down to a depth of 50,000' TVD subsea	All	Operating Rights	50.0000%
G01182	TERMIN	South Marsh Is	11	13,007' TVDSS to 99,999' TVDSS	All	Operating Rights	50.0000%
G01194	PROD	South Marsh Is	58	13,639' TVDSS to 99,999' TVDSS		Operating Rights	50.0000%
G17938	PROD	South Marsh Is	105	9,220' TVDSS to 99,999' TVDSS		Operating Rights	50.0000%
G03776	PROD	South Marsh Is	106	9,368' TVDSS to 99,999' TVDSS	S/2	Operating Rights	50.0000%
G02883	PROD	South Marsh Is	127	all depths below 18,000' (TVDSS) down to 99,999' (TVDSS)		Operating Rights	8.67331%
G02587	PROD	South Marsh Is	128	from 9,016' TVDSS to 99,999' TVDSS		Operating Rights	8.67331%
G02587	PROD	South Marsh Is	128	from 9,016' TVDSS to 99,999' TVDSS		Operating Rights	33.3334%
G02592	PROD	South Marsh Is	149	7,386' TVDSS to 99,999' TVDSS	All	Operating Rights	25.0000%
G04809	PROD	South Marsh Is	161	10,576' TVDSS to 99,999' TVDSS	W/2 and W/2E/2	Operating Rights	50.0000%
G04809	PROD	South Marsh Is	161	from the stratigraphic equivalent of the true vertical depth of 9,782.5' (being the true vertical depth drilled in the OCS-G 4809 #14 Well plus 100 feet) to 99,999' SSTVD	E/2E/2	Operating Rights	100.0000%
G02311	PROD	South Marsh Is	269	11,719' TVDSS to 99,999' TVDSS	All	Operating Rights	36.4179%
G14456	PROD	South Marsh Is	280	14,115' TVDSS to 99,999' TVDSS	W/2, NE/4 and E/2E/2SE/4	Operating Rights	25.0000%
G14456	PROD	South Marsh Is	280	from 100' below the stratigraphic equivalent of that certain zone encountered between the interval of 13,814' and 13,920' TVD on the electric log from the Norcen Explorer, Inc. OCS-G 14456 Well No. 3 to 99,999' TVDSS	W/2SE/4 and W/2E/2SE/4	Operating Rights	50.0000%
G02600	PROD	South Marsh Is	281	16,062' TVDSS to 99,999' TVDSS	All	Operating Rights	34.06318%
G21618	PROD	South Marsh Is	93	13,299' to 99,999'		Operating Rights	6.2500%
792	PROD	South Marsh Is	108	all depths below 14,000' TVD		Operating Rights	16.6667%
G01192	PROD	South Marsh Is	41	15,000' TVD down to a depth of 50,000' TVD	W/2	Operating Rights	25.0000%
G01192	PROD	South Marsh Is	41	11,500' TVD down to a depth of 50,000' TVD	E/2	Operating Rights	50.0000%
786	PROD	South Marsh Is	48	13,000' TVD down to a depth of 50,000' Subsea	All	Operating Rights	50.0000%
G01294	PROD	South Pass	62	18,247' TVDSS to 99,999' TVDSS	All	Operating Rights	50.0000%
G01614	PROD	South Pass	70	8,480' TVDSS to 99,999' TVDSS	All	Operating Rights	50.0000%
G07799	TERMIN	South Pass	87	18,001' TVDSS to 99,999' TVDSS	All	Operating Rights	16.6800%
G07799	TERMIN	South Pass	87	18,001' TVDSS to 99,999' TVDSS	All	Operating Rights	16.6700%
G01618	PROD	South Pass	89	16,802' TVDSS to 99,999' TVDSS	All	Operating Rights	25.0000%
G01901	UNIT	South Pass	64	from 10,700' Measured Depth down to a depth of 50,000' TVD subsea		Operating Rights	37.5000%
G01610	UNIT	South Pass	65	from 10,700' Measured Depth down to a depth of 50,000' TVD subsea	All	Operating Rights	37.5000%
G04234	TERMIN	South Pelto	1	12,460' TVDSS to 99,999' TVDSS		Operating Rights	50.0000%
G02924	TERMIN	South Pelto	9	100' below the stratigraphic equivalent of 17,397' TVD as seen in the Newfield Exploration Company OCS-G 02924 Well No. 10 (API No. 177134025300) to 99,999' TVDSS	NE/4	Operating Rights	50.0000%
G02924	TERMIN	South Pelto	9	16,992' TVDSS to 99,999' TVDSS	S/2; NW/4	Operating Rights	50.0000%
G02925	TERMIN	South Pelto	10	13,261' TVDSS to 99,999' TVDSS		Operating Rights	-
71	RELINQ	South Pelto	11	11,705' TVDSS to 99,999' TVDSS		Operating Rights	-
G24956	PROD	South Timbalier	49	18,800' TVD to 99,999' TVDSS	All	Operating Rights	50.0000%
G04000	PROD	South Timbalier	53	6,782' TVDSS to 99,999' TVDSS	All	Operating Rights	25.0000%
G01960	PROD	South Timbalier	148	17,777' TVDSS to 99,999' TVDSS	NE/4, N/2NE/4SE/4, SE/4NE/4SE/4 and NE/4SE/4SE/4	Operating Rights	7.7750%
G05612	PROD	South Timbalier	205	18,640' TVDSS to 99,999' TVDSS	SE/4SW/4	Operating Rights	25.0000%
G16455	PROD	South Timbalier	291	9,669' TVDSS to 99,999' TVDSS	N/2 and SE/4	Operating Rights	50.0000%
G16455	PROD	South Timbalier	291	7,461' TVDSS to 99,999' TVDSS	SW/4	Operating Rights	100.0000%
G05646	UNIT	South Timbalier	295	14,293' TVDSS to 99,999' TVDSS	All	Operating Rights	50.0000%
G31418	PROD	South Timbalier	311	12,251' TVD to 99,999'	All	Operating Rights	22.5000%
G22762	PROD	South Timbalier	316	12,520' TVDSS to 99,999' TVDSS	All	Operating Rights	10.0000%
G03328	TERMIN	Vermilion	261	9,241' TVD as identified in the Stone Energy Corporation's OCS-G 3328 Well No A-3 5T to 99,999' TVDSS	S/2S/2NE/4 and N/2NE/4SE/4	Operating Rights	37.5000%

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Lease / ROW / RUE	Status	Area	Block	Depths	Area / Aliquot	Leasehold	WI
G03328	TERMIN	Vermilion	261	9,304' TVDSS to 99,999' TVDSS	W/2, N/2NE/4, N/2S/2NE/4, W/2SE/4, SE/4SE/4 and S/2NE/4SE/4	Operating Rights	37.50000%
G01955	SOP	Vermilion	265	10,465' TVDSS to 99,999' TVDSS	All	Operating Rights	50.00000%
G21096	TERMIN	Vermilion	326	8,447' TVDSS to 99,999' TVDSS	All	Operating Rights	35.15742%
G02274	UNIT	Vermilion	369	below 10,000' down to 99,999'	NW/4, W/2E/2, NE/4NE/4	Operating Rights	11.58535%
G02580	PROD	Vermilion	380	10,245' TVDSS to 99,999' TVDSS	All	Operating Rights	50.00000%
G02278	UNIT	Vermilion	386	5,175' TVDSS to 99,999' TVDSS	NW/4NE/4NE/4, S/2NE/4NE/4, E/2NW/4NE/4, NW/4SE/4NE/4 and N/2SW/4NE/4	Operating Rights	15.08620%
G02278	UNIT	Vermilion	386	5,175' TVDSS to 99,999' TVDSS	S/2, SW/4NW/4, S/2S/2NE/4, W/2NW/4NE/4, NE/4SE/4NE/4 and NE/4NE/4NE/4	Operating Rights	14.48210%
G04800	PROD	Vermilion	271	6,103' TVD down to a depth of 50,000' TVD subsea	All	Operating Rights	6.25000%
G15212	PROD	Vermilion	408	below 9,000' TVD	All	Operating Rights	50.00000%
G10930	UNIT	Viosca Knoll	251	depths below the stratigraphic equivalent of the subsea depth of 15,083 to and including 99,999' as encountered in Samedan Oil Corporation's OCS-G 13982 #1 well located in Viosca Knoll Block 252	All	Operating Rights	3.75000%
G10933	UNIT	Viosca Knoll	340	depths below the stratigraphic equivalent of the subsea depth of 15,083 to and including 99,999' as encountered in Samedan Oil Corporation's OCS-G 13982 #1 well located in Viosca Knoll Block 252	All	Operating Rights	3.75000%
G07898	TERMIN	Viosca Knoll	693	11,636' TVDSS to 99,999' TVDSS	All	Operating Rights	28.45078%
G13055	TERMIN	Viosca Knoll	694	10,774' TVDSS to 99,999' TVDSS	W/2, NE/4 and N/2SE/4	Operating Rights	26.53745%
G13055	TERMIN	Viosca Knoll	694	11,714' TVDSS to 99,999' TVDSS	S/2SE/4	Operating Rights	26.53745%
G15050	PROD	West Cameron	33	15,055' TVDSS to 99,999' TVDSS		Operating Rights	50.00000%
G02825	PROD	West Cameron	65	all depths below the stratigraphic equivalent of the vertical depth of 13,679' as seen in the OCS-G 02825 Well No. 4, down to a vertical depth of 99,999'	E/2E/2SW/4; W/2W/2SE/4; and E/2SW/4SE/5	Operating Rights	100.00000%
G02825	PROD	West Cameron	65	depths below 100' below the stratigraphic equivalent of the base of the IT Sand as present in The Continental Oil Company's West Cameron Block 66 B-14 Well at a measured depth of 9,580 feet on the ISF-Sonic Log down to 99,999 feet TVDSS	NE/4	Operating Rights	81.25000%
G23735	PROD	West Cameron	72	15,126' TVDSS to 99,999' TVDSS	All	Operating Rights	12.50000%
247	TERMIN	West Cameron	102	14,150' TVD to 99,999' TVDSS	N/2SW/4NW/4, NW/4SE/4NW/4	Operating Rights	100.00000%
81	PROD	West Cameron	110	all depths below 15,000' (TVDSS) down to 99,999' (TVDSS)	All	Operating Rights	18.75000%
82	PROD	West Cameron	111	below 15,000' (TVDSS) down to 99,999' (TVDSS)	SE/4	Operating Rights	18.75000%
G04818	TERMIN	West Cameron	290	9,500' TVD to 99,999' TVDSS		Operating Rights	8.33334%
680	PROD	West Cameron	20	13,500' TVD to 50,000' TVD	All	Operating Rights	25.00000%
G02826	PROD	West Cameron	66	13,590' to 99,999'	W1/2; N1/2SE1/4	Operating Rights	37.50000%
G02826	PROD	West Cameron	66	9,216' to 99,999'	S1/2SE1/4	Operating Rights	75.00000%
179	UNIT	West Delta	67	below 18,000' subsea (TVDSS) to 99,999' subsea (TVDSS)	S/2	Operating Rights	18.75000%
180	UNIT	West Delta	68	below 18,000' subsea (TVDSS) to 99,999' subsea (TVDSS)	S/2	Operating Rights	18.75000%
181	UNIT	West Delta	69	18,000' subsea (TVDSS) to 99,999' subsea (TVDSS)	All	Operating Rights	18.75000%
182	UNIT	West Delta	70	18,000' subsea (TVDSS) to 99,999' subsea (TVDSS)	All	Operating Rights	18.75000%
838	UNIT	West Delta	71	depths below 18,000' subsea (TVDSS) to 99,999' subsea (TVDSS)	All	Operating Rights	18.75000%
G01085	PROD	West Delta	75	17,844' TVDSS to 99,999' TVDSS	All	Operating Rights	50.00000%
G01089	PROD	West Delta	90	13,199' TVDSS to 99,999' TVDSS	N/2 and N/2S/2	Operating Rights	50.00000%
G01089	PROD	West Delta	90	13,199' TVDSS to 99,999' TVDSS	S/2S/2	Operating Rights	40.62500%
839	PROD	West Delta	94	13,159' TVDSS to 99,999' TVDSS		Operating Rights	37.50000%
G01497	PROD	West Delta	95	13,601' TVDSS to 99,999' TVDSS	N/2, N/2N/2SE/4, N/2SE/4 and N/2SW/4SW/4	Operating Rights	37.50000%
G12360	PROD	West Delta	103	13,279' TVDSS to 99,999' TVDSS	NW/4NW/4, NE/4NW/4, N/2N/2SW/4NW/4, N/2NW/4NE/4, N/2S/2NW/4NE/4, N/2N/2NE/4NE/4	Operating Rights	40.62500%
840	PROD	West Delta	103	13,279' TVDSS to 99,999' TVDSS	S/2, S/2NE/4, SE/4NW/4, S/2SW/4NW/4, S/2NE/4NE/4, S/2N/2NE/4NE/4, S/2S/2NW/4NE/4 and S/2N/2SW/4NW/4	Operating Rights	50.00000%
841	PROD	West Delta	104	11,970' TVDSS to 99,999' TVDSS	NW4, N2NE4, SW4NE4 and N2SE4NE4	Operating Rights	50.00000%
842	PROD	West Delta	105	12,149' TVDSS to 99,999' TVDSS	N2S2N2	Operating Rights	50.00000%
G19843	PROD	West Delta	121	11,899' TVDSS to 99,999' TVDSS		Operating Rights	42.00000%
G10883	TERMIN	West Delta	128	18,566' TVDSS to 99,999' TVDSS	All	Operating Rights	50.00000%
G01106	PROD	West Delta	133	10,923' TVD (being the total depth drilled in the Newfield Exploration Company OCS-G 11016 No F-1 Well, plus 100 feet) down to 99,999' TVDSS	S/2	Operating Rights	100.00000%
G01106	PROD	West Delta	133	15,197' TVDSS to 99,999' TVDSS	N/2	Operating Rights	50.00000%
G01498	PROD	West Delta	96	13,399' TVDSS to 18,000' TVDSS	All	Operating Rights	37.50000%
G01498	PROD	West Delta	96	13,399' SSTVD to 18,000' SSTVD	All	Operating Rights	37.50000%

Asset Name	FWE Acct. Code	Lease Number	API
BRAZOS 491 #004	BA49100400	G06069	427044034300
BRAZOS 491 #005	BA49100500	G06069	427044035700
BRAZOS 491 #A001	BA491A0100	G06069	427044018200
BRAZOS 491 #A002	BA491A0200	G06069	427044018300
BRAZOS 491 #A003	BA491A0300	G06069	427044032900
BRAZOS A-105 #B001	BAA105B010	G01757	427054012200
BRAZOS A-105 #B002	BAA105B020	G01757	427054012600
BRAZOS A-105 #B003	BAA105B030	G01757	427054012800
BRAZOS A-105 #B004	BAA105B040	G01757	427054013000
BRAZOS A-105 #B005	BAA105B050	G01757	427054013300
BRAZOS A-133 #A001	BAA133A010	G02665	427054002400
BRAZOS A-133 #A002	BAA133A020	G02665	427054003300
BRAZOS A-133 #A003	BAA133A030	G02665	427054003500
BRAZOS A-133 #A004 ST1	BAA133A041	G02665	427054004301
BRAZOS A-133 #A005 ST1	BAA133A051	G02665	427054004001
BRAZOS A-133 #A006	BAA133A060	G02665	427054004500
BRAZOS A-133 #A007	BAA133A070	G02665	427054004800
BRAZOS A-133 #A008	BAA133A080	G02665	427054005200
BRAZOS A-133 #A009	BAA133A090	G02665	427054005400
BRAZOS A-133 #A010	BAA133A100	G02665	427054013100
BRAZOS A-133 #C001	BAA133C010	G02665	427054007800
BRAZOS A-133 #C002	BAA133C020	G02665	427054008200
BRAZOS A-133 #C003	BAA133C030	G02665	427054010700
BRAZOS A-133 #C004	BAA133C040	G02665	427054013500
BRAZOS A-133 #D001 ST1	BAA133D011	G02665	427054009201
BRAZOS A-133 #D003	BAA133D030	G02665	427054012700
CHANDELEUR 042 #A002	CA042A0200	G32267	177294001500
CHANDELEUR 043 #A001	CA043A0100	G32268	177294001400
CHANDELEUR 043 #A003	CA043A0300	G32268	177294001600
EAST CAMERON 002 #001 SL 18121	SL18121010	18121	177032013600
EAST CAMERON 002 #001AL 16475	SL16475010	16475	177032012000
EAST CAMERON 002 #002AL 16475	SL16475020	16475	177032012200
EAST CAMERON 002 #003 SL16475	SL16475030	16475	177032012300
EAST CAMERON 002 #004AL 16475	SL16475040	16475	177032012400
EAST CAMERON 002 #005AL 16475	SL16475050	16475	177032012500
EAST CAMERON 009 #B009	EC009B0900	G01440	177032004300
EAST CAMERON 014 #012	EC01401200	G01440	177034060600
EAST CAMERON 014 #013	EC01401300	G01440	177034101300
EAST CAMERON 014 #B006	EC014B0600	G01440	177032003700
EAST CAMERON 014 #B007	EC014B0700	G01440	177032004000
EAST CAMERON 014 #B008	EC014B0800	G01440	177032004200
EAST CAMERON 014 #B010 ST1	EC014B1001	G01440	177032004601
EAST CAMERON 014 #B011	EC014B1100	G01440	177034006900
EAST CAMERON 014 #B013	EC014B13	G13572	177034094700
EAST CAMERON 014 #CF001	EC014CF010	G01440	177030032800
EAST CAMERON 014 #CF002	EC014CF020	G13572	177034068600

Asset Name	FWE Acct. Code	Lease Number	API
EAST CAMERON 037 #A002	EC037A0200	G25933	177034101700
EAST CAMERON 265 #D001	EC265D0100	G00972	177044105100
EAST CAMERON 265 #D002	EC265D0200	G00972	177044106200
EAST CAMERON 265 #D003	EC265D0300	G00972	177044106300
EAST CAMERON 265 #D004	EC265D0400	G00972	177044106400
EAST CAMERON 265 #D005	EC265D0500	G00972	177044106500
EAST CAMERON 278 #B009	EC278B0900	G00974	177044071700
EAST CAMERON 278 #C001	EC278C0100	G00974	177044058500
EAST CAMERON 278 #C002	EC278C0204	G00974	177044070000
EAST CAMERON 278 #C003	EC278C0300	G00974	177044071800
EAST CAMERON 278 #C004 ST2	EC278C0401	G00974	177044072101
EAST CAMERON 278 #C005	EC278C0500	G00974	177044069700
EAST CAMERON 278 #C006	EC278C0600	G00974	177044071400
EAST CAMERON 278 #C007	EC278C0700	G00974	177044094800
EAST CAMERON 278 #C008	EC278C0800	G00974	177044109800
EAST CAMERON 278 #C009	EC278C0900	G00974	177044109901
EAST CAMERON 338 #A002	EC338A0200	G02063	177044024700
EAST CAMERON 338 #A003	EC338A0300	G02063	177044025000
EAST CAMERON 338 #A011	EC338A1100	G02063	177044028800
EAST CAMERON 338 #A015	EC338A1500	G02063	177044032000
EAST CAMERON 338 #A016	EC338A1601	G02063	177044034601
EAST CAMERON 338 #A022	EC338A2200	G02063	177044025101
EUGENE IS 053 #008D	EI053008D0	00479	177094086200
EUGENE IS 053 #009	EI05300900	00479	177094094000
EUGENE IS 053 #010 ST1	EI05301001	00479	177094113001
EUGENE IS 053 #012 ST1	EI05301201	00479	177094115301
EUGENE IS 053 #015 BP1	EI05301501	00479	177094127601
EUGENE IS 053 #B001D	EI053B01D0	00479	177094085900
EUGENE IS 053 #C001	EI053C0101	00479	177094121101
EUGENE IS 053 #C002	EI053C0200	00479	177094122600
EUGENE IS 053 #G001 ST1	EI053G01D2	00479	177094144201
EUGENE IS 119 #030 ST1	EI11903001	00049	177094079801
EUGENE IS 119 #033 ST2	EI11903302	00049	177094117002
EUGENE IS 119 #034	EI11903400	00049	177094118700
EUGENE IS 119 #035 ST1	EI11903501	00049	177094120301
EUGENE IS 119 #037 ST1	EI11903701	00049	177094129001
EUGENE IS 119 #F001D	EI119F01D0	00049	177090026700
EUGENE IS 119 #F002 ST1	EI119F0201	00049	177090026801
EUGENE IS 119 #F003	EI119F0300	00049	177090026900
EUGENE IS 119 #F005 ST1	EI119F0501	00049	177090027101
EUGENE IS 119 #F006	EI119F0600	00049	177090027200
EUGENE IS 119 #F007	EI119F0700	00049	177094137900
EUGENE IS 119 #F008 ST1	EI119F0801	00049	177094138401
EUGENE IS 119 #K001	EI119K0100	00049	177090028900
EUGENE IS 119 #K002	EI119K0200	00049	177090029000
EUGENE IS 119 #K003	EI119K0300	00049	177090029100

Asset Name	FWE Acct. Code	Lease Number	API
EUGENE IS 119 #K004	EI119K0400	00049	177090029200
EUGENE IS 119 #K005	EI119K0500	00049	177090029300
EUGENE IS 119 #K006	EI119K0600	00049	177090029400
EUGENE IS 119 #K007	EI119K0700	00049	177090029500
EUGENE IS 119 #M004	EI119M0400	00049	177090029900
EUGENE IS 119 #M007	EI119M0700	00049	177092009000
EUGENE IS 120 #009 ST1	EI12000901	00050	177094026101
EUGENE IS 120 #011	EI12001100	00050	177094078000
EUGENE IS 120 #012 ST1	EI12001201	00050	177094113901
EUGENE IS 120 #013	EI12001300	00050	177094114100
EUGENE IS 120 #014	EI12001400	00050	177094115200
EUGENE IS 120 #015 ST2	EI12001502	00050	177094116702
EUGENE IS 120 #017	EI12001700	00050	177094121700
EUGENE IS 120 #019 ST2	EI12001902	00050	177094126102
EUGENE IS 120 #020	EI12002000	00050	177094138300
EUGENE IS 120 #I008	EI120I0800	00050	177094137000
EUGENE IS 125 #002B ST2	EI125002B2	00051	177090022902
EUGENE IS 125 #A003 ST1	EI125A0301	00051	177090022601
EUGENE IS 125 #R001	EI125R0100	00051	177094080201
EUGENE IS 125 #R002	EI125R0201	00051	177094141301
EUGENE IS 126 #012	EI12601201	00052	177094131501
EUGENE IS 126 #031 ST2	EI12603102	00052	177094086702
EUGENE IS 126 #A002	EI126A0200	00052	177090022500
EUGENE IS 126 #A004D	EI126A04D0	00052	177090022700
EUGENE IS 126 #A005	EI126A0501	00052	177094092903
EUGENE IS 126 #A006	EI126A0600	00052	177094151000
EUGENE IS 136 #001	EI13600100	G03152	177094115700
EUGENE IS 136 #JA001	EI136JA100	G03152	177094028300
EUGENE IS 136 #JA002	EI136JA200	G03152	177094117501
EUGENE IS 136 #JA003 BP1	EI136JA301	G03152	177094140601
EUGENE IS 136 #JA004	EI136JA400	G03152	177094151101
EUGENE IS 158 #014B	EI158014B0	G01220	177090094300
EUGENE IS 158 #016	EI15801600	G01220	177092000402
EUGENE IS 158 #017A	EI158017A0	G01220	177092000900
EUGENE IS 158 #027 ST1	EI15802701	G01220	177092006501
EUGENE IS 158 #028 ST1BP1	EI15802802	G01220	177092009702
EUGENE IS 158 #029	EI15802900	G01220	177092008200
EUGENE IS 158 #032	EI15803200	G01220	177094111400
EUGENE IS 158 #034	EI15803400	G01220	177094147600
EUGENE IS 158 #B003A	EI158B03A2	G01220	177090066202
EUGENE IS 158 #B004B	EI158B04B0	G01220	177090063700
EUGENE IS 158 #B005E	EI158B05E0	G01220	177090070400
EUGENE IS 158 #B007	EI158B0703	G01220	177090094803
EUGENE IS 158 #B008	EI158B0800	G01220	177092001500
EUGENE IS 158 #B010F	EI158B1100	G01220	177092001800
EUGENE IS 158 #B011 ST2	EI158B1102	G01220	177094104902

Asset Name	FWE Acct. Code	Lease Number	API
EUGENE IS 158 #B012	EI158B1200	G01220	177094105000
EUGENE IS 158 #B013	EI158B1302	G01220	177094143502
EUGENE IS 158 #C001	EI158C0100	G01220	177092014700
EUGENE IS 158 #C002	EI158C0200	G01220	177092015200
EUGENE IS 158 #C003C	EI158C03C0	G01220	177092015300
EUGENE IS 158 #C005A	EI158C05A0	G01220	177094002200
EUGENE IS 158 #C006	EI158C0600	G01220	177094001900
EUGENE IS 158 #C007F	EI158C07F0	G01220	177094004700
EUGENE IS 158 #C008C	EI158C08C0	G01220	177094005100
EUGENE IS 158 #C009	EI158C0900	G01220	177094005700
EUGENE IS 158 #C010B	EI158C10B0	G01220	177094006000
EUGENE IS 158 #C011A	EI158C11A0	G01220	177094006300
EUGENE IS 158 #C012D	EI158C12D0	G01220	177094007100
EUGENE IS 158 #C013D	EI158C13D0	G01220	177094008000
EUGENE IS 158 #C014	EI158C1400	G01220	177094008100
EUGENE IS 158 #JB008	EI158JB801	G01220	177090091401
EUGENE IS 158 #JB009	EI158JB900	G01220	177090090200
EUGENE IS 158 #JB013	EI158JB130	G01220	177090094102
EUGENE IS 158 #JB019	EI158JB190	G01220	177092002101
EUGENE IS 158 #JB022	EI158JB220	G01220	177092003300
EUGENE IS 158 #JB024	EI158JB240	G01220	177092003900
EUGENE IS 158 #JB030 (D04)	EI158JB300	G01220	177094100300
EUGENE IS 158 #JB033	EI158JB330	G01220	177094111100
EUGENE IS 173 #G002	EI173G0200	G13622	177094074701
EUGENE IS 174 #A010	EI174A1000	G03782	177094101100
EUGENE IS 174 #G001 ST1	EI174G0101	G03782	177094065601
EUGENE IS 174 #G003 ST2	EI174G0302	G03782	177094084402
EUGENE IS 174 #G004 ST1	EI174G0402	G03782	177094116502
EUGENE IS 175 #D006 ST1	EI175D0601	00438	177094003301
EUGENE IS 175 #D008	EI175D0800	00438	177094003900
EUGENE IS 175 #D009 ST1	EI175D0901	00438	177094005401
EUGENE IS 175 #D012 ST	EI175D1201	00438	177094010601
EUGENE IS 175 #D021 ST3	EI175D2103	00438	177092012603
EUGENE IS 175 #F001 ST1	EI175F0101	00438	177094035401
EUGENE IS 175 #F002 ST1	EI175F0201	00438	177094039601
EUGENE IS 175 #F003 ST	EI175F0302	00438	177094039702
EUGENE IS 175 #F004 ST	EI175F0401	00438	177094041001
EUGENE IS 175 #F005	EI175F0500	00438	177094042900
EUGENE IS 175 #F007	EI175F0700	00438	177094048900
EUGENE IS 175 #F009	EI175F0901	00438	177094087601
EUGENE IS 175 #H001	EI175H0100	00438	177094104700
EUGENE IS 175 #H002	EI175H0200	00438	177094106700
EUGENE IS 175 #H003	EI175H0300	00438	177094110800
EUGENE IS 175 #H004	EI175H0400	00438	177094110900
EUGENE IS 175 #H005 ST1BP1	EI175H0502	00438	177094112002
EUGENE IS 175 #I002	EI175I0201	00438	177094107101



Asset Name	FWE Acct. Code	Lease Number	API
EUGENE IS 175 #I003	EI175I0300	00438	177094107200
EUGENE IS 175 #I004	EI175I0400	00438	177094109200
EUGENE IS 175 #I005	EI175I0500	00438	177094109300
EUGENE IS 175 #J001 ST1	EI175J0101	00438	177094122301
EUGENE IS 175 #J002 ST1	EI175J0201	00438	177094123201
EUGENE IS 175 #J003 ST1	EI175J0301	00438	177094123501
EUGENE IS 175 #J004	EI175J0400	00438	177094128300
EUGENE IS 187 #002	EI18700200	G10736	177094151601
EUGENE IS 187 #JC001	EI187JC101	G10736	177094091101
EUGENE IS 187 #JD001	EI187JD201	G10736	177094092801
EUGENE IS 187 #JD002	EI187JD200	G10736	177094131900
EUGENE IS 187 #JE002	EI187JE020	G10736	177094109700
EUGENE IS 188 #JE001	EI188JE100	00443	177094096500
EUGENE IS 189 #020	EI18902000	00423	177094099500
EUGENE IS 189 #B001	EI189B0100	00423	177090062500
EUGENE IS 189 #B003 ST1	EI189B0300	00423	177090062601
EUGENE IS 189 #B014	EI189B1400	00423	177090075200
EUGENE IS 189 #B016B	EI189B16B3	00423	177090075103
EUGENE IS 189 #B020	EI189B2001	00423	177090079001
EUGENE IS 189 #B025	EI189B2501	00423	177090078501
EUGENE IS 189 #B027	EI189B2701	00423	177094059001
EUGENE IS 211 #A003	EI211A0300	G05502	177094071500
EUGENE IS 211 #A005	EI211A0500	G05502	177094083400
EUGENE IS 211 #A006	EI211A0600	G05502	177094083601
EUGENE IS 212 #A001 BP1	EI212A0100	G05503	177094063200
EUGENE IS 212 #A002	EI212A0200	G05503	177094070700
EUGENE IS 212 #A007	EI212A0700	G05503	177094097400
EUGENE IS 224 #A001	EI224A0101	G05504	177094074001
EUGENE IS 224 #A002	EI224A0201	G05504	177094082501
EUGENE IS 224 #A003	EI224A0300	G05504	177094083200
EUGENE IS 224 #A004	EI224A0400	G05504	177094089100
EUGENE IS 224 #A005	EI224A0503	G05504	177094089403
EUGENE IS 224 #A006	EI224A0600	G05504	177094103600
EUGENE IS 224 #A007	EI224A0700	G05504	177094106800
EUGENE IS 224 #A008	EI224A0800	G05504	177094111600
EUGENE IS 224 #A009	EI224A0900	G05504	177094121900
EUGENE IS 224 #A010	EI224A1000	G05504	177094135200
EUGENE IS 224 #C001	EI224C01	G05504	177094112501
EUGENE IS 224 #G002 (ORRI)	EI224G02	G05504	177094150801
EUGENE IS 224 #SS006 (ORRI)	EI224SS06	G05504	177094149000
EUGENE IS 312 #D001	EI312D0100	G22679	177104160900
EUGENE IS 312 #D002	EI312D0200	G22679	177104161900
EUGENE IS 315 #A001 ST1	EI315A0101	G02112	177104099001
EUGENE IS 315 #A003	EI315A0300	G02112	177104099500
EUGENE IS 315 #A005	EI315A0500	G02112	177104099800
EUGENE IS 315 #A006	EI315A0600	G02112	177104101700



Asset Name	FWE Acct. Code	Lease Number	API
EUGENE IS 315 #A007 ST1	EI315A0701	G02112	177104103001
EUGENE IS 315 #A010	EI315A1000	G02112	177104103700
EUGENE IS 315 #A012	EI315A1200	G02112	177104104000
EUGENE IS 315 #A016	EI315A1600	G02112	177104127000
EUGENE IS 315 #A017	EI315A1700	G02112	177104152000
EUGENE IS 315 #C001 (TANA)	EI315C0100	G24912	177104160800
EUGENE IS 315 #C002 (TANA)	EI315C0200	G24912	177104162300
EUGENE IS 316 #A001	EI316A0101	G05040	177104100701
EUGENE IS 316 #A002 ST1	EI316A0200	G05040	177104106400
EUGENE IS 316 #A003 ST3	EI316A0302	G05040	177104111302
EUGENE IS 316 #A005 ST5	EI316A0505	G05040	177104112905
EUGENE IS 316 #A007	EI316A0700	G05040	177104117000
EUGENE IS 316 #A008	EI316A0800	G05040	177104117300
EUGENE IS 316 #A010	EI316A1000	G05040	177104118300
EUGENE IS 316 #A011	EI316A1100	G05040	177104137500
EUGENE IS 316 #A012	EI316A1200	G05040	177104138400
EUGENE IS 316 #A013 ST1 (S01)	EI316A13S1	G05040	177104107601
EUGENE IS 329 #A002	EI329A0200	G02912	177104099101
EUGENE IS 329 #A004	EI329A0400	G02912	177104099400
EUGENE IS 329 #A008	EI329A0800	G02912	177104103500
EUGENE IS 329 #A011	EI329A1100	G02912	177104103800
EUGENE IS 329 #A014	EI329A1400	G02912	177104106800
EUGENE IS 329 #A015	EI329A1500	G02912	177104108001
EUGENE IS 329 #A018	EI329A1800	G02912	177104151700
EUGENE IS 330 #B001	EI330B0101	G02115	177104004301
EUGENE IS 330 #B003 ST1	EI330B0301	G02115	177104008001
EUGENE IS 330 #B004 ST1	EI330B0401	G02115	177104008701
EUGENE IS 330 #B005 ST2	EI330B0502	G02115	177104009502
EUGENE IS 330 #B006 ST3	EI330B0603	G02115	177104010503
EUGENE IS 330 #B007 ST1	EI330B0701	G02115	177104011601
EUGENE IS 330 #B008 ST1 LF	EI330B0801	G02115	177104013001
EUGENE IS 330 #B009 ST1	EI330B0901	G02115	177104016301
EUGENE IS 330 #B010 ST1	EI330B1001	G02115	177104017101
EUGENE IS 330 #B011	EI330B1100	G02115	177104025200
EUGENE IS 330 #B012 ST1	EI330B1201	G02115	177104021001
EUGENE IS 330 #B014 ST1	EI330B1401	G02115	177104027401
EUGENE IS 330 #B015 ST1	EI330B1501	G02115	177104028601
EUGENE IS 330 #B016 ST1	EI330B1601	G02115	177104030201
EUGENE IS 330 #B018	EI330B1800	G02115	177104031200
EUGENE IS 330 #D001	EI330D0100	G02115	177104105600
EUGENE IS 330 #D002	EI330D0200	G02115	177104116900
EUGENE IS 330 #D003 ST2	EI330D0302	G02115	177104117802
EUGENE IS 330 #D004	EI330D0400	G02115	177104118400
EUGENE IS 330 #D005 ST1	EI330D0502	G02115	177104118702
EUGENE IS 330 #D006 ST	EI330D0602	G02115	177104119102
EUGENE IS 330 #D008 ST1	EI330D0801	G02115	177104119602

Asset Name	FWE Acct. Code	Lease Number	API
EUGENE IS 330 #D009 ST1	EI330D0901	G02115	177104138201
EUGENE IS 330 #D011	EI330D1100	G02115	177104138700
EUGENE IS 330 #D012 ST1	EI330D1201	G02115	177104138801
EUGENE IS 330 #D013	EI330D1301	G02115	177104164301
EUGENE IS 330 #D014	EI330D1401	G02115	177104164401
EUGENE IS 330 #D015	EI330D1500	G02115	177104164500
EUGENE IS 330 #D016	EI330D1602	G02115	177104164702
EUGENE IS 330 #D017	EI330D1700	G02115	177104164800
EUGENE IS 330 #D018	EI330D1801	G02115	177104165101
EUGENE IS 330 #D019	EI330D1900	G02115	177104165200
EUGENE IS 330 #D020	EI330D2000	G02115	177104165300
EUGENE IS 333 #B012	EI333B1200	G02317	177104145204
EUGENE IS 334 #B013 ST1	EI334B1301	G15263	177104152201
EUGENE IS 334 #D001 BP1	EI334D0100	G15263	177104159300
EUGENE IS 334 #D003 BP1	EI334D0301	G15263	177104161401
EUGENE IS 337 #A001 ST2	EI337A0102	G03332	177104054002
EUGENE IS 337 #A003 ST1	EI337A0301	G03332	177104101101
EUGENE IS 337 #A005 ST1	EI337A0501	G03332	177104102201
EUGENE IS 337 #A007	EI337A0700	G03332	177104104600
EUGENE IS 337 #A008 ST2	EI337A0802	G03332	177104104902
EUGENE IS 337 #A010	EI337A1000	G03332	177104161000
EUGENE IS 337 #A011	EI337A1103	G03332	177104163803
EUGENE IS 342 #004	EI34200400	G02319	177104113000
EUGENE IS 342 #C002 ST1	EI342C0201	G02319	177104110601
EUGENE IS 342 #C003	EI342C0300	G02319	177104114000
EUGENE IS 342 #C004	EI342C0401	G02319	177104120101
EUGENE IS 342 #C005	EI342C0502	G02319	177104120202
EUGENE IS 342 #C006	EI342C0600	G02319	177104120300
EUGENE IS 342 #C007	EI342C0700	G02319	177104120800
EUGENE IS 342 #C008	EI342C0800	G02319	177104121000
EUGENE IS 342 #C009	EI342C0900	G02319	177104121300
EUGENE IS 342 #C010	EI342C1000	G02319	177104121500
EUGENE IS 342 #C011	EI342C1100	G02319	177104122000
EUGENE IS 342 #C012	EI342C1200	G02319	177104122200
EUGENE IS 342 #C013	EI342C1300	G02319	177104122700
EUGENE IS 342 #C014	EI342C1400	G02319	177104135800
EUGENE IS 342 #C015	EI342C1501	G02319	177104162101
EUGENE IS 342 #C016	EI342C1601	G02319	177104162201
EUGENE IS 342 #C017 BP1	EI342C1701	G02319	177104162501
EUGENE IS 345 #A004	EI345A0401	G21647	177104159201
EUGENE IS 346 #004	EI34600400	G14482	177104150500
EUGENE IS 346 #005	EI34600500	G14482	177104151900
EUGENE IS 346 #A001	EI346A0100	G14482	177104149101
EUGENE IS 346 #A002 ST3	EI346A0203	G14482	177104149603
EUGENE IS 346 #A003	EI346A0300	G14482	177104155100
EUGENE IS 346 #B001 (ORRI)	EI346B0100	G14482	177104161700

Asset Name	FWE Acct. Code	Lease Number	API
EUGENE IS 346 #B003 (ORRI)	EI346B0300	G14482	177104162800
EUGENE IS 353 #D017 ST2	EI353D1702	G03783	177104143402
EUGENE IS 353(354) #D3 ST	EI353D0300	G03783	177104138501
EUGENE IS 354 #A006	EI354A0602	G10752	177104104302
EUGENE IS 354 #D001	EI354D0101	G10752	177104142101
EUGENE IS 354 #D002	EI354D0200	G10752	177104138100
EUGENE IS 354 #D004	EI354D0400	G10752	177104142900
EUGENE IS 354 #D005	EI354D0500	G10752	177104142800
EUGENE IS 354 #D006	EI354D0600	G10752	177104143500
EUGENE IS 354 #D008	EI354D0800	G10752	177104144000
EUGENE IS 354 #D009 ST4	EI354D0904	G10752	177104145604
EUGENE IS 354 #D010	EI354D1000	G10752	177104144700
EUGENE IS 354 #D011	EI354D1100	G10752	177104144900
EUGENE IS 354 #D012	EI354D1200	G10752	177104146400
EUGENE IS 354 #D014 ST1	EI354D1401	G02324	177104147201
EUGENE IS 354 #D015	EI354D1500	G10752	177104147700
EUGENE IS 354 #D016 ST1	EI354D1601	G10752	177104147901
EUGENE IS 361 #A001	EI361A0100	G02324	177104095200
EUGENE IS 361 #A002	EI361A0200	G02324	177104095600
EUGENE IS 361 #A006	EI361A0600	G02324	1771040979
EUGENE IS 361 #A007	EI361A0700	G02324	177104098500
EUGENE IS 361 #A008	EI361A0800	G02324	1771040992
EUGENE IS 361 #A010	EI361A1000	G02324	1771041012
EUGENE IS 361 #A011	EI361A1102	G02324	177104103402
EUGENE IS 361 #A013	EI361A1300	G02324	177104104400
EUGENE IS 361 #A014	EI361A1400	G02324	177104104700
EUGENE IS 361 #A015	EI361A1500	G02324	177104105300
EUGENE IS 361 #A016	EI361A1600	G02324	1771041057
EUGENE IS 361 #A017	EI361A1700	G02324	177104105800
EUGENE IS 361 #A018	EI361A1800	G02324	177104106600
EUGENE IS 361 #A019	EI361A1900	G02324	177104107500
EUGENE IS 361 #A020	EI361A2000	G02324	1771041079
EUGENE IS 361 #A021	EI361A2101	G02324	177104108101
EUGENE IS 361 #A022	EI361A2200	G02324	177104144600
EUGENE IS 361 #A023	EI361A2300	G02324	1771041454
EUGENE IS 361 #A024	EI361A2400	G02324	177104157900
EUGENE IS 361 #C003	EI361C0300	G02324	177104112401
EUGENE IS 361 #C012	EI361C1202	G02324	177104118002
EUGENE IS 361 #C015	EI361C1500	G02324	177104119500
EUGENE IS 361 #C016	EI361C1600	G02324	177104119800
EUGENE IS 361 #D001	EI361D0102	G02324	177104111102
EUGENE IS 361 #D004	EI361D0400	G02324	1771041135
EUGENE IS 361 #D010	EI361D1000	G02324	1771041171
EUGENE IS 361 #D014	EI361D1400	G02324	1771041193
EUGENE IS 361 #D015	EI361D1501	G02324	177104134601
EUGENE IS 361 #D017	EI361D1701	G02324	177104152401

Asset Name	FWE Acct. Code	Lease Number	API
EWING BANK 782 #A011 ST1 EW826	EW782A1101	G31470	608105002901
EWING BANK 782 #A022 (EW826)	EW782A2200	G31470	608104014400
EWING BANK 782 #A026	EW782A2600	G31470	608104015003
EWING BANK 826 #A001	EW826A0100	G05800	608105000100
EWING BANK 826 #A002 ST2	EW826A0202	G05800	608105000202
EWING BANK 826 #A003 ST2	EW826A0302	G05800	608105000402
EWING BANK 826 #A004	EW826A0400	G05800	608105000500
EWING BANK 826 #A005 ST3	EW826A0503	G05800	608105001303
EWING BANK 826 #A006	EW826A0600	G05800	608105001200
EWING BANK 826 #A007	EW826A0700	G05800	608105002000
EWING BANK 826 #A008	EW826A0800	G05800	608105001400
EWING BANK 826 #A009	EW826A0900	G05800	608105002800
EWING BANK 826 #A010	EW826A1000	G05800	608105001700
EWING BANK 826 #A013	EW826A1300	G05800	608105003000
EWING BANK 826 #A015	EW826A1501	G05800	608105003501
EWING BANK 826 #A016	EW826A1600	G05800	608105002100
EWING BANK 826 #A017	EW826A1700	G05800	608104013600
EWING BANK 826 #A018	EW826A1800	G05800	608104013700
EWING BANK 826 #A019 BP1	EW826A1901	G05800	608104013801
EWING BANK 826 #A020	EW826A2000	G05800	608104014000
EWING BANK 826 #A021 BP3	EW826A2103	G05800	608104014103
EWING BANK 826 #A024 ST1	EW826A2401	G05800	608104014801
GALVESTON 151 #005	GA15100500	G15740	427064044200
GALVESTON 180 #A002	GA180A0200	G03228	427084005600
GALVESTON 180 #A004 ST1	GA180A0401	G03228	427084005801
GALVESTON 180 #A007B	GA180A7B0	G03228	427084005900
GALVESTON 180 #A017	GA180A1700	G03228	427084007600
GALVESTON 192 #A014C	GA192A14C1	G03229	427084006701
GALVESTON 210 #001	GA21000100	G25524	427064044300
GALVESTON 210 #002	GA21000200	G25524	427064044800
GRAND ISLE 032 #U012 ST1	GI032U1201	00174	177192014502
GRAND ISLE 039 #P002 ST2	GI039P0202	00127	177174097802
GRAND ISLE 039 #Q001 ST3	GI039Q0103	00127	177174037903
GRAND ISLE 040 #E007D	GI040E07D0	00128	177170077500
GRAND ISLE 040 #E009	GI040E0900	00128	177170078700
GRAND ISLE 040 #G001	GI040G0100	00128	177170070400
GRAND ISLE 040 #G002	GI040G0200	00128	177170076200
GRAND ISLE 040 #G006	GI040G0600	00133	177174012600
GRAND ISLE 040 #G010	GI040G1000	00128	177174037200
GRAND ISLE 040 #G011	GI040G1100	00128	177174037300
GRAND ISLE 040 #G013	GI040G1300	00128	177174098600
GRAND ISLE 040 #M001	GI040M0100	00128	177174037000
GRAND ISLE 040 #M002D	GI040M02D0	00128	177174038600
GRAND ISLE 040 #M003	GI040M0300	00128	177174043600
GRAND ISLE 040 #O005	GI040O0500	00128	177174097100
GRAND ISLE 041 #D002	GI041D0200	00129	177170075300

Asset Name	FWE Acct. Code	Lease Number	API
GRAND ISLE 041 #D003	GI041D0300	00129	177170076700
GRAND ISLE 041 #D004	GI041D0400	00130	177170080500
GRAND ISLE 041 #D007	GI041D0700	00129	177172000000
GRAND ISLE 041 #D008 ST	GI041D0801	00130	177172000801
GRAND ISLE 041 #D009	GI041D0900	00129	177172001500
GRAND ISLE 041 #D010ST	GI041D1000	00129	177174017801
GRAND ISLE 041 #D011E	GI041D1100	00129	177174018400
GRAND ISLE 041 #E001 ST1	GI041E0101	00130	177170069401
GRAND ISLE 041 #E002 ST1	GI041E0201	00130	177170074701
GRAND ISLE 041 #E003D	GI041E03D0	00130	177170075000
GRAND ISLE 041 #E004 ST1	GI041E0401	00130	177170075201
GRAND ISLE 041 #E005	GI041E0500	00129	177170075400
GRAND ISLE 041 #E006D	GI041E06D0	00130	177170077300
GRAND ISLE 041 #E008	GI041E0800	00130	177170079800
GRAND ISLE 041 #E010	GI041E1001	00130	177172000301
GRAND ISLE 041 #E012D	GI041E12D0	00130	177174011500
GRAND ISLE 041 #E013	GI041E1300	00130	177174012900
GRAND ISLE 041 #F003 ST1	GI041F0301	00129	177174006401
GRAND ISLE 041 #F005 ST2	GI041F0502	00129	177174017302
GRAND ISLE 041 #G007	GI041G0700	00130	177174022400
GRAND ISLE 041 #G008	GI041G0800	00130	177174026400
GRAND ISLE 041 #H001	GI041H0100	00130	177174020300
GRAND ISLE 041 #H002	GI041H0200	00129	177174028100
GRAND ISLE 041 #H003 ST	GI041H0301	00130	177174028601
GRAND ISLE 041 #H004	GI041H0400	00130	177174038000
GRAND ISLE 041 #H005	GI041H0500	00129	177174038100
GRAND ISLE 041 #H006 ST1	GI041H0601	00129	177174098301
GRAND ISLE 041 #H007	GI041H0700	00130	177174098400
GRAND ISLE 042 #C001	GI042C0100	00131	177170067000
GRAND ISLE 042 #C002	GI042C0200	00131	177170072100
GRAND ISLE 042 #F001	GI042F0100	00131	177174005100
GRAND ISLE 042 #F002	GI042F0200	00131	177174006000
GRAND ISLE 042 #F004	GI042F0400	00131	177174007100
GRAND ISLE 046 #001 ST1	GI04600101	00132	177174042801
GRAND ISLE 046 #G009 ST1	GI046G0901	00132	177174026101
GRAND ISLE 047 #E006	GI047E0600	00133	177170078100
GRAND ISLE 047 #E008	GI047E0800	00133	177170079500
GRAND ISLE 047 #E017	GI047E1700	00133	177174039900
GRAND ISLE 047 #G004 ST	GI047G0401	00133	177170079601
GRAND ISLE 047 #G005 ST	GI047G0501	00133	177170080301
GRAND ISLE 047 #G012	GI047G1200	00133	177174037500
GRAND ISLE 047 #L001	GI047L0100	00133	177174012800
GRAND ISLE 047 #L002 ST	GI047L0201	00133	177174015901
GRAND ISLE 047 #L003	GI047L0300	00133	177174020500
GRAND ISLE 047 #L004	GI047L0400	00133	177174017000
GRAND ISLE 047 #L005	GI047L0500	00133	177174017900

Asset Name	FWE Acct. Code	Lease Number	API
GRAND ISLE 047 #L006D	GI047L0600	00133	177174036300
GRAND ISLE 047 #L007 ST	GI047L0701	00177	177174039101
GRAND ISLE 047 #L009 ST1	GI047L0901	00133	177174039201
GRAND ISLE 047 #L011 ST2	GI047L1102	00133	177174039602
GRAND ISLE 047 #O001 BP2	GI047O01D3	00133	177174096102
GRAND ISLE 047 #O002	GI047002D1	00133	177174096600
GRAND ISLE 047 #O003	GI04700300	00133	177174096700
GRAND ISLE 047 #O004	GI047O0400	00133	177174096900
GRAND ISLE 047 #O006	GI047O0600	00133	177174097200
GRAND ISLE 047 #O007 ST1	GI047O0701	00133	177174097301
GRAND ISLE 047 #O008	GI047O0800	00133	177174097600
GRAND ISLE 047 #O009	GI047O09D1	00133	177174097700
GRAND ISLE 048 #E001	GI048E0100	00134	177170045400
GRAND ISLE 048 #E014	GI048E1400	00134	177172003900
GRAND ISLE 048 #E018 ST	GI048E1801	00134	177174043501
GRAND ISLE 048 #J002 ST1	GI048J0201	00134	177174003201
GRAND ISLE 048 #J003 ST	GI048J0302	00134	177174004502
GRAND ISLE 048 #J004 ST2	GI048J0403	00134	177174004803
GRAND ISLE 048 #J005 ST	GI048J0501	00134	177174011601
GRAND ISLE 048 #J006	GI048J0600	00134	177174012000
GRAND ISLE 048 #J007	GI048J0700	00134	177174012200
GRAND ISLE 048 #J008	GI048J0800	00134	177174016900
GRAND ISLE 048 #J009	GI048J0900	00134	177174044200
GRAND ISLE 048 #J010 ST	GI048J1001	00134	177174044401
GRAND ISLE 048 #P001 FKA #14	GI048P0100	00134	177174015300
GRAND ISLE 052 #L008 ST	GI052L0801	00177	177174019501
GRAND ISLE 052 #L010	GI052L1001	00177	177174043901
GRAND ISLE 052 #L012	GI052L1200	00177	177174044604
GRAND ISLE 076 #A001	GI076A0100	G02161	177174004600
GRAND ISLE 076 #A002	GI076A0200	G02161	177174004700
GRAND ISLE 076 #A003	GI076A0300	G02161	177174004900
GRAND ISLE 076 #A005	GI076A0500	G02161	177174005200
GRAND ISLE 076 #A006	GI076A0601	G02161	177174005001
GRAND ISLE 076 #A008	GI076A0800	G02161	177174005400
GRAND ISLE 076 #A009	GI076A0900	G02161	177174005500
GRAND ISLE 076 #A010	GI076A1001	G02161	177174005301
GRAND ISLE 076 #A011	GI076A1100	G02161	177174005600
GRAND ISLE 076 #A013	GI076A1300	G02161	177174005800
GRAND ISLE 076 #A014	GI076A1400	G02161	177174006100
GRAND ISLE 076 #A015	GI076A1500	G02161	177174005900
GRAND ISLE 076 #A018	GI076A1800	G02161	177174006500
GRAND ISLE 076 #A022	GI076A2201	G02161	177174006601
GRAND ISLE 076 #A023 ST1	GI076A2301	G02161	177174044101
GRAND ISLE 076 #A024 ST1BP1	GI076A2401	G02161	177174095502
GRAND ISLE 110 #A002	GI110A0200	G13943	177184008900
GRAND ISLE 110 #A005 BP2	GI110A0502	G13943	177184010402



Asset Name	FWE Acct. Code	Lease Number	API
GRAND ISLE 116 #A001	GI116A0100	G13944	177184008700
GRAND ISLE 116 #A003	GI116A0300	G13944	177184009200
GRAND ISLE 116 #A004	GI116A0401	G13944	177184009501
GRAND ISLE 116 #A006	GI116A0601	G13944	177184010601
GRAND ISLE 116 #A007	GI116A0700	G13944	177184011100
HIGH ISLAND 110 #A001	HI110A0100	G02353	427084001700
HIGH ISLAND 110 #A002	HI110A0200	G02353	427084002300
HIGH ISLAND 110 #A004	HI110A0400	G02353	427084003300
HIGH ISLAND 110 #A005	HI110A0500	G02353	427084003500
HIGH ISLAND 110 #A006	HI110A0600	G02353	427084003700
HIGH ISLAND 110 #A008	HI110A0800	G02353	427084004900
HIGH ISLAND 110 #A009	HI110A0900	G02353	427084039400
HIGH ISLAND 110 #B002	HI110B0200	G02353	427084004300
HIGH ISLAND 110 #B004	HI110B0400	G02353	427084006100
HIGH ISLAND 110 #B009	HI110B0900	G02353	427084035000
HIGH ISLAND 110 #B010	HI110B1000	G02353	427084039600
HIGH ISLAND 111 #003	HI11100300	G02354	427084046200
HIGH ISLAND 111 #A003	HI111A0300	G02354	427084002600
HIGH ISLAND 111 #A010	HI111A1000	G02354	427084040101
HIGH ISLAND 116 #A001	HI116A0100	G06156	427084016400
HIGH ISLAND 116 #A002D	HI116A02D0	G06156	427084017600
HIGH ISLAND 116 #A003	HI116A0300	G06156	427084018300
HIGH ISLAND 129 #005	HI129005	G01848	427104000700
HIGH ISLAND 129 #006	HI12900600	G01848	427104000800
HIGH ISLAND 129 #013	HI12901300	G01848	427104009600
HIGH ISLAND 129 #017	HI12901702	G01848	427104015302
HIGH ISLAND 129 #018 (HELIS)	HI12901800	G01848	427104015400
HIGH ISLAND 176 #002	HI17600200	G06164	427084030200
HIGH ISLAND 176 #003	HI17603	G06164	427084031300
HIGH ISLAND 179 #A001	HI179A0100	G03236	427084005500
HIGH ISLAND 179 #A003	HI179A0300	G03236	427084005700
HIGH ISLAND 179 #A006 ST2	HI179A0602	G03236	427084006002
HIGH ISLAND 179 #A008B	HI179A08B0	G03236	427084006200
HIGH ISLAND 179 #A009	HI179A0900	G03236	427084006300
HIGH ISLAND 179 #A010	HI179A1000	G03236	427084006400
HIGH ISLAND 179 #A016	HI179A1600	G03236	427084007300
HIGH ISLAND 179 #A018E	HI179A18E0	G03236	427084008000
HIGH ISLAND 179 #A019	HI179A1900	G03236	427084007800
HIGH ISLAND 193 #A015	HI193A1500	G03237	427084006801
HIGH ISLAND 206 #B001 ST1	HI206B0101	G20660	427084056501
HIGH ISLAND 206 #B002 ST1	HI206B0201	G20660	427084059201
HIGH ISLAND 206 #B003 ST1	HI206B0301	G20660	427084063501
HIGH ISLAND A-341 #B001	HIA341B010	G25605	427114085900
HIGH ISLAND A-341 #B002	HIA341B020	G25605	427114087101
HIGH ISLAND A-365 #A001	HIA365A010	G02750	427114052200
HIGH ISLAND A-365 #A004	HIA365A040	G02750	427114053700



Asset Name	FWE Acct. Code	Lease Number	API
HIGH ISLAND A-365 #A006	HIA365A060	G02750	427114053100
HIGH ISLAND A-365 #A007	HIA365A070	G02750	427114054100
HIGH ISLAND A-365 #A008	HIA365A080	G02750	427114054800
HIGH ISLAND A-365 #A010	HIA365A100	G02750	427114055200
HIGH ISLAND A-365 #A012	HIA365A120	G02750	427114055600
HIGH ISLAND A-365 #A013 ST1	HIA365A131	G02750	427114055801
HIGH ISLAND A-365 #A016	HIA365A160	G02750	427114056700
HIGH ISLAND A-365 #A020	HIA365A200	G02750	427114057500
HIGH ISLAND A-365 #A021	HIA365A210	G02750	427114057600
HIGH ISLAND A-365 #A024	HIA365A240	G02750	427114066300
HIGH ISLAND A-365 #A025	HIA365A250	G02750	427114066500
HIGH ISLAND A-376 #A002 ST1	HIA376A021	G02754	427114052601
HIGH ISLAND A-376 #A003	HIA376A030	G02754	427114052700
HIGH ISLAND A-376 #A005	HIA376A050	G02754	427114053500
HIGH ISLAND A-376 #A009	HIA376A090	G02754	427114054400
HIGH ISLAND A-376 #A011	HIA376A110	G02754	427114055000
HIGH ISLAND A-376 #A014 ST2	HIA376A142	G02754	427114056002
HIGH ISLAND A-376 #A015	HIA376A150	G02754	427114056200
HIGH ISLAND A-376 #A017	HIA376A170	G02754	427114057200
HIGH ISLAND A-376 #A018	HIA376A180	G02754	427114057300
HIGH ISLAND A-376 #A019	HIA376A190	G02754	427114057400
HIGH ISLAND A-376 #A022	HIA376A220	G02754	427114057700
HIGH ISLAND A-376 #B001	HIA376B010	G02754	427114068700
HIGH ISLAND A-376 #B002	HIA376B020	G02754	427114068900
HIGH ISLAND A-376 #B003	HIA376B031	G02754	427114078701
HIGH ISLAND A-376 #B004	HIA376B041	G02754	427114079001
HIGH ISLAND A-376 #B005	HIA376B050	G02754	427114079600
HIGH ISLAND A-376 #C001	HIA376C010	G02754	427114088900
HIGH ISLAND A-376 #C002	HIA376C020	G02754	427114089600
HIGH ISLAND A-376 #C003	HIA376C030	G02754	427114089500
HIGH ISLAND A-376 #C004	HIA376C040	G02754	427114089400
HIGH ISLAND A-382 #A009	HIA382A090	G02757	427094018600
HIGH ISLAND A-382 #B013	HIA382B130	G02757	427094025500
HIGH ISLAND A-382 #F001 ST1	HIA382F011	G02757	427114059401
HIGH ISLAND A-382 #F002	HIA382F020	G02757	427114059800
HIGH ISLAND A-382 #F003	HIA382F031	G02757	427114059901
HIGH ISLAND A-382 #F004	HIA382F040	G02757	427114060600
HIGH ISLAND A-382 #F005	HIA382F050	G02757	427114060900
HIGH ISLAND A-382 #F006	HIA382F061	G02757	427114061001
HIGH ISLAND A-382 #F008	HIA382F080	G02757	427114061700
HIGH ISLAND A-382 #F010 ST5	HIA382F105	G02757	427114062605
HIGH ISLAND A-382 #F011	HIA382F110	G02757	427114063100
HIGH ISLAND A-382 #F012	HIA382F121	G02757	427114063601
HIGH ISLAND A-382 #F013	HIA382F130	G02757	427114063800
HIGH ISLAND A-382 #F014	HIA382F140	G02757	427114063900
HIGH ISLAND A-382 #F015	HIA382F151	G02757	427114064701

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HIGH ISLAND A-382 #F017	HIA382F171	G02757	427114066701
HIGH ISLAND A-382 #F019	HIA382F190	G02757	427114067100
HIGH ISLAND A-382 #F020	HIA382F200	G02757	427114067500
HIGH ISLAND A-382 #F021	HIA382F211	G02757	427114067801
HIGH ISLAND A-442 #A001 (ORRI)	HIA442A010	G11383	427094096101
HIGH ISLAND A-442 #A003 (ORRI)	HIA442A03	G11383	427094098101
HIGH ISLAND A-442 #A004 (ORRI)	HIA442A040	G11383	427094099000
HIGH ISLAND A-442 #B001 (ORRI)	HIA442B01	G11383	427094108900
HIGH ISLAND A-474 #A001	HIA474A010	G02366	427094017100
HIGH ISLAND A-474 #A002	HIA474A020	G02366	427094017200
HIGH ISLAND A-474 #A003	HIA474A030	G02366	427094019900
HIGH ISLAND A-474 #A004	HIA474A040	G02366	427094022800
HIGH ISLAND A-474 #A005	HIA474A050	G02366	427094023500
HIGH ISLAND A-474 #A006	HIA474A060	G02366	427094024300
HIGH ISLAND A-474 #A007	HIA474A070	G02366	427094027702
HIGH ISLAND A-474 #A008	HIA474A080	G02366	427094026100
HIGH ISLAND A-474 #A010	HIA474A100	G02366	427094029400
HIGH ISLAND A-474 #A011	HIA474A110	G02366	427094030000
HIGH ISLAND A-474 #A012	HIA474A120	G02366	427094030801
HIGH ISLAND A-474 #A013	HIA474A130	G02366	427094036104
HIGH ISLAND A-474 #A014	HIA474A140	G02366	427094035000
HIGH ISLAND A-474 #A017	HIA474A170	G02366	427094032500
HIGH ISLAND A-474 #A020	HIA474A200	G02366	427094038500
HIGH ISLAND A-474 #A021	HIA474A210	G02366	427094040700
HIGH ISLAND A-474 #B023	HIA474B230	G02366	427094037200
HIGH ISLAND A-475 #A016	HIA475A16	G02367	427094035500
HIGH ISLAND A-475 #A018	HIA475A18	G02367	427094033100
HIGH ISLAND A-489 #A009	HIA489A090	G02372	427094028500
HIGH ISLAND A-489 #A015	HIA489A150	G02372	427094037000
HIGH ISLAND A-489 #B002	HIA489B020	G02372	427094021000
HIGH ISLAND A-489 #B003	HIA489B030	G02372	427094020901
HIGH ISLAND A-489 #B005 ST	HIA489B050	G02372	427094024601
HIGH ISLAND A-489 #B007	HIA489B070	G02372	427094027601
HIGH ISLAND A-489 #B009	HIA489B090	G02372	427094026500
HIGH ISLAND A-489 #B010	HIA489B100	G02372	427094028800
HIGH ISLAND A-489 #B012	HIA489B120	G02372	427094031400
HIGH ISLAND A-489 #B013	HIA489B130	G02372	427094028600
HIGH ISLAND A-489 #B014	HIA489B140	G02372	427094029700
HIGH ISLAND A-489 #B015	HIA489B150	G02372	427094030400
HIGH ISLAND A-489 #B016	HIA489B160	G02372	427094029800
HIGH ISLAND A-489 #B017	HIA489B170	G02372	427094023802
HIGH ISLAND A-489 #B020	HIA489B200	G02372	427094028101
HIGH ISLAND A-489 #B021	HIA489B210	G02372	427094026202
HIGH ISLAND A-489 #B022	HIA489B220	G02372	427094036000
HIGH ISLAND A-489 #B024	HIA489B240	G02372	427094035400
HIGH ISLAND A-489 #B025	HIA489B250	G02372	427094041400

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HIGH ISLAND A-489 #B026	HIA489B260	G02372	427094043100
HIGH ISLAND A-489 #B027	HIA489B270	G02372	427094042501
HIGH ISLAND A-489 #B028	HIA489B280	G02372	427094054500
HIGH ISLAND A-489 #B029	HIA489B290	G02372	427094111100
HIGH ISLAND A-545 #JA001	HIA545JA01	G17199	427094104000
HIGH ISLAND A-545 #JA002	HIA545JA02	G17199	427094112401
HIGH ISLAND A-545 #JA003	HIA545JA03	G17199	427094113700
HIGH ISLAND A-572 #A003 ST1	HIA572A031	G02392	427094012901
HIGH ISLAND A-572(573)A014	HIA572A140	G02392	427094034100
HIGH ISLAND A-573 #006	HIA5730060	G02393	427094053700
HIGH ISLAND A-573 #A001 ST2	HIA573A012	G02393	427094007102
HIGH ISLAND A-573 #A002 ST3	HIA573A023	G02393	427094013803
HIGH ISLAND A-573 #A004	HIA573A040	G02393	427094015000
HIGH ISLAND A-573 #A005 ST1	HIA573A051	G02393	427094015501
HIGH ISLAND A-573 #A008	HIA573A080	G02393	427094018000
HIGH ISLAND A-573 #A010	HIA573A100	G02393	427094020500
HIGH ISLAND A-573 #A015	HIA573A150	G02393	427094034200
HIGH ISLAND A-573 #A016	HIA573A160	G02393	427094034300
HIGH ISLAND A-573 #A017	HIA573A170	G02393	427094036500
HIGH ISLAND A-573 #A019 ST1	HIA573A191	G02393	427094038001
HIGH ISLAND A-573 #B001	HIA573B010	G02393	427094012800
HIGH ISLAND A-573 #B002	HIA573B020	G02393	427094014100
HIGH ISLAND A-573 #B005	HIA573B050	G02393	427094016400
HIGH ISLAND A-573 #B006	HIA573B060	G02393	427094017000
HIGH ISLAND A-573 #B008	HIA573B080	G02393	427094017900
HIGH ISLAND A-573 #B010	HIA573B100	G02393	427094021100
HIGH ISLAND A-573 #B012	HIA573B120	G02393	427094022700
HIGH ISLAND A-573 #E007	HIA573E070	G02393	427094098200
HIGH ISLAND A-573 #E012	HIA573E120	G02393	427094115000
HIGH ISLAND A-573 #F007	HIA573F070	G02393	427114061200
HIGH ISLAND A-573 #F009	HIA573F090	G02393	427114062000
HIGH ISLAND A-573 #F016 ST5	HIA573F165	G02393	427114066805
HIGH ISLAND A-573 #F018 ST1	HIA573F181	G02393	427114067301
HIGH ISLAND A-573 #F022	HIA573F220	G02393	427114068400
HIGH ISLAND A-573 #F023 ST2	HIA573F232	G02393	427114069302
HIGH ISLAND A-581 #D004	HIA581D040	G18959	427094112200
HIGH ISLAND A-582 #C001	HIA582C010	G02719	427094061500
HIGH ISLAND A-582 #C002	HIA582C020	G02719	427094061900
HIGH ISLAND A-582 #C003	HIA582C030	G02719	427094058000
HIGH ISLAND A-582 #C006	HIA582C060	G02719	427094063400
HIGH ISLAND A-582 #C007	HIA582C070	G02719	427094063900
HIGH ISLAND A-582 #C010	HIA582C100	G02719	427094070200
HIGH ISLAND A-582 #C011	HIA582C110	G02719	427094071400
HIGH ISLAND A-582 #C012	HIA582C120	G02719	427094074900
HIGH ISLAND A-582 #C013	HIA582C130	G02719	427094072700
HIGH ISLAND A-582 #C014	HIA582C140	G02719	427094073800

Asset Name	FWE Acct. Code	Lease Number	API
HIGH ISLAND A-582 #C015	HIA582C150	G02719	427094075800
HIGH ISLAND A-582 #C019	HIA582C190	G02719	427094108200
HIGH ISLAND A-582 #D002 ST1	HIA582D021	G02719	427094110801
HIGH ISLAND A-582 #D003 ST	HIA582D031	G02719	427094111401
HIGH ISLAND A-582 #D005	HIA582D050	G02719	427094114300
HIGH ISLAND A-582 #D006	HIA582D060	G02719	427094114700
HIGH ISLAND A-595 #D001 ST2	HIA595D1D2	G02721	427094055302
HIGH ISLAND A-595 #D003	HIA595D03	G02721	427094058500
HIGH ISLAND A-595 #D005	HIA595D050	G02721	427094092900
HIGH ISLAND A-595 #D006	HIA595D063	G02721	427094063205
HIGH ISLAND A-595 #D010	HIA595D100	G02721	427094070500
HIGH ISLAND A-595 #D012	HIA595D120	G02721	427094077000
HIGH ISLAND A-595 #D017 ST2	HIA595D172	G02721	427094083702
HIGH ISLAND A-595 #D018	HIA595D181	G02721	427094093501
HIGH ISLAND A-595 #E011	HIA595E110	G02721	427094114501
HIGH ISLAND A-596 #B014	HIA596B140	G02722	427094025800
HIGH ISLAND A-596 #D002	HIA596D020	G02722	427094056901
HIGH ISLAND A-596 #D004	HIA596D040	G02722	427094060500
HIGH ISLAND A-596 #D007 ST4	HIA596D074	G02722	427094064304
HIGH ISLAND A-596 #D008 ST1	HIA596D081	G02722	427094067001
HIGH ISLAND A-596 #D009	HIA596D090	G02722	427094068400
HIGH ISLAND A-596 #D011	HIA596D110	G02722	427094075700
HIGH ISLAND A-596 #D013 ST2	HIA596D132	G02722	427094079502
HIGH ISLAND A-596 #D014	HIA596D140	G02722	427094080100
HIGH ISLAND A-596 #D016	HIA596D160	G02722	427094082400
HIGH ISLAND A-596 #E005	HIA596E050	G02722	427094085900
HIGH ISLAND A-596 #E008	HIA596E080	G02722	427094112801
HIGH ISLAND A-596 #E009	HIA596E090	G02722	427094114200
MAIN PASS 077 #A001	MP077A0100	G04481	177254033800
MAIN PASS 077 #A002	MP077A0201	G04481	177254043101
MAIN PASS 077 #A003	MP077A0300	G04481	177254036100
MAIN PASS 077 #A004	MP077A0400	G04481	177254036900
MAIN PASS 077 #A005	MP077A0500	G04481	177254038000
MAIN PASS 077 #A006 ST2	MP077A0602	G04481	177254036402
MAIN PASS 077 #A010	MP077A1000	G04481	177254039600
MAIN PASS 077 #A011	MP077A1100	G04481	177254042400
MAIN PASS 077 #A012	MP077A1200	G04481	177254039700
MAIN PASS 077 #A013	MP077A1300	G04481	177254044900
MAIN PASS 077 #A014	MP077A1400	G04481	177254044500
MAIN PASS 077 #A015	MP077A1501	G04481	177254045101
MAIN PASS 077 #A016	MP077A1600	G04481	177254045900
MAIN PASS 077 #A017	MP077A1700	G04481	177254046200
MAIN PASS 077 #A018	MP077A1800	G04481	177254046800
MAIN PASS 077 #A019	MP077A1900	G04481	177254048200
MAIN PASS 077 #A020	MP077A2001	G04481	177254048501
MAIN PASS 077 #A021 ST	MP077A2100	G04481	177254067002

Asset Name	FWE Acct. Code	Lease Number	API
MAIN PASS 077 #A022	MP077A2201	G04481	177254067401
MAIN PASS 077 #A023	MP077A23	G04481	177254067601
MAIN PASS 077 #A07	MP077A0700	G04481	177254041000
MAIN PASS 077 #A08	MP077A0800	G04481	177254038200
MAIN PASS 077 #A09	MP077A0900	G04481	177254039000
MAIN PASS 091 #A001	MP091A0100	G14576	177254060600
MAIN PASS 091 #A002	MP091A0200	G14576	177254062200
MAIN PASS 091 #A003	MP091A0300	G14576	177254065000
MAIN PASS 140 #A001	MP140A0100	G02193	177254006400
MAIN PASS 140 #A002	MP140A0200	G02193	177254007700
MAIN PASS 140 #A003	MP140A0300	G02193	177254007800
MAIN PASS 140 #A004	MP140A0400	G02193	177254008200
MAIN PASS 140 #A005 ST1	MP140A0501	G02193	177254008301
MAIN PASS 140 #A008 ST2	MP140A0802	G02193	177254009202
MAIN PASS 140 #A009	MP140A0900	G02193	177254009400
MAIN PASS 140 #A010 ST2	MP140A1002	G02193	177254009502
MAIN PASS 140 #A011	MP140A1100	G02193	177254010000
MAIN PASS 140 #A012 ST2	MP140A1202	G02193	177254010102
MAIN PASS 140 #A013 ST1	MP140A1301	G02193	177254010401
MAIN PASS 140 #A014	MP140A1400	G02193	177254010500
MAIN PASS 140 #A015	MP140A1500	G02193	177254010600
MAIN PASS 140 #A016 ST3	MP140A1603	G02193	177254008603
MAIN PASS 140 #A017	MP140A1700	G02193	177254011000
MAIN PASS 140 #A018 ST3	MP140A1803	G02193	177254008803
MAIN PASS 140 #A020	MP140A2000	G02193	177254065700
MAIN PASS 140 #A021	MP140A2100	G02193	177254065500
MAIN PASS 140 #B001	MP140B0100	G02193	177254006600
MAIN PASS 140 #B003 ST1	MP140B0301	G02193	177254008001
MAIN PASS 140 #B004 ST3	MP140B0403	G02193	177254008103
MAIN PASS 140 #B007 ST1	MP140B0701	G02193	177254009001
MAIN PASS 140 #B008 ST2	MP140B0802	G02193	177254009102
MAIN PASS 140 #B011 ST1	MP140B1101	G02193	177254009801
MAIN PASS 140 #B012 ST2	MP140B1202	G02193	177254008902
MAIN PASS 140 #B013	MP140B1300	G02193	177254010200
MAIN PASS 140 #B014 ST	MP140B1401	G02193	177254010301
MAIN PASS 140 #B015 ST2	MP140B1502	G02193	177254010702
MAIN PASS 140 #B017	MP140B1701	G02193	177254010901
MAIN PASS 140 #B018	MP140B1800	G02193	177254062600
MAIN PASS 140 #B019	MP140B1900	G02193	177254063000
MAIN PASS 140 #B020	MP140B2000	G02193	177254063100
MAIN PASS 140 #B021 ST	MP140B2101	G02193	177254073301
MAIN PASS 140 #B022	MP140B2200	G02193	177254077300
MAIN PASS 140 #B023	MP140B2300	G02193	177254077500
MAIN PASS 152 #A015	MP152A1500	G01966	177232005300
MAIN PASS 152 #A020B	MP152A20B0	G01966	177232006200
MAIN PASS 152 #B004A	MP152B04A0	G01966	177254000900

Asset Name	FWE Acct. Code	Lease Number	API
MAIN PASS 152 #B012	MP152B1200	G01966	177254002700
MAIN PASS 152 #B015	MP152B1500	G01966	177254002300
MAIN PASS 152 #B020 ST	MP152B2002	G01966	177254002802
MAIN PASS 152 #B022A	MP152B22A0	G01966	177254003500
MAIN PASS 152 #B030	MP152B3000	G01966	177254004500
MAIN PASS 152 #B031A	MP152B31A0	G01966	177254004700
MAIN PASS 152 #C002	MP152C0200	G01966	177254040800
MAIN PASS 152 #C005	MP152C0500	G01966	177254042000
MAIN PASS 152 #C006	MP152C0600	G01966	177254042100
MAIN PASS 152 #C008	MP152C0800	G01966	177254042500
MAIN PASS 152 #C011	MP152C1100	G01966	177254043200
MAIN PASS 152 #C031	MP152C3100	G01966	177254048100
MAIN PASS 152 #C032	MP152C3200	G01966	177254049000
MAIN PASS 153 #A017B	MP153A17B0	G01967	177232005400
MAIN PASS 153 #B001	MP153B0100	G01967	177252010300
MAIN PASS 153 #B003A	MP153B03A0	G01967	177254000302
MAIN PASS 153 #B010 ST2	MP153B1002	G01967	177254001803
MAIN PASS 153 #B017	MP153B1700	G01967	177254002500
MAIN PASS 153 #B018	MP153B1800	G01967	177254002900
MAIN PASS 153 #B025	MP153B2500	G01967	177254004000
MAIN PASS 153 #B027	MP153B2700	G01967	177254004200
MAIN PASS 153 #C009	MP153C0900	G01967	177254042701
MAIN PASS 153 #C012	MP153C1200	G01967	177254043300
MAIN PASS 153 #C013 ST	MP153C1301	G01967	177254043501
MAIN PASS 153 #C014	MP153C1400	G01967	177254043902
MAIN PASS 153 #C017	MP153C1700	G01967	177254044200
MAIN PASS 153 #C018	MP153C1800	G01967	177254044300
MAIN PASS 153 #C020	MP153C2000	G01967	177254045400
MAIN PASS 153 #C021	MP153C2100	G01967	177254045500
MAIN PASS 153 #C024	MP153C2400	G01967	177254046100
MAIN PASS 153 #C026	MP153C2600	G01967	177254046900
MAIN PASS 153 #C027	MP153C2700	G01967	177254047400
MAIN PASS 153 #C028	MP153C2800	G01967	177254048400
MAIN PASS 153 #C029	MP153C2901	G01967	177254047501
MAIN PASS 153 #C030	MP153C3002	G01967	177254047802
MAIN PASS 259 #001	MP25900101	G07827	177244048801
MAIN PASS 259 #002	MP25900200	G07827	177244050000
MAIN PASS 259 #003	MP25900300	G07827	608164015800
MAIN PASS 259 #004	MP25900400	G07827	177244050500
MAIN PASS 259 #005	MP25900500	G07827	608164016400
MAIN PASS 259 #A001	MP259A0100	G07827	177244069700
MAIN PASS 259 #A002	MP259A0200	G07827	177244070200
MAIN PASS 259 #A003	MP259A0300	G07827	177244070800
MAIN PASS 259 #A004	MP259A0400	G07827	177244071000
MAIN PASS 259 #A005	MP259A0500	G07827	177244071300
MAIN PASS 259 #A006	MP259A0600	G07827	177244071600



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MAIN PASS 259 #A007	MP259A0700	G07827	177244071800
MAIN PASS 259 #A008 ST1	MP259A0801	G07827	177244072401
MAIN PASS 259 #A010 ST1	MP259A1001	G07827	177244074601
MAIN PASS 259 #A011 ST1	MP259A1101	G07827	177244074901
MAIN PASS 259 #A012 ST1	MP259A1201	G07828	177244076801
MAIN PASS 275 #A001 ST1	MP275A0101	G15395	177244085701
MAIN PASS 275 #A002 ST1	MP275A0201	G15395	177244086101
MAIN PASS 275 #A003	MP275A0300	G15395	177244093300
MAIN PASS 289 #013	MP28901300	G01666	177244004700
MAIN PASS 289 #B001	MP289B0100	G01666	177240007800
MAIN PASS 289 #B005	MP289B0501	G01666	177240011701
MAIN PASS 289 #B014A	MP289B1400	G01666	177242000100
MAIN PASS 289 #B015	MP289B1500	G01666	177240014800
MAIN PASS 289 #B016 WIW	MP289B1600	G01666	177242003100
MAIN PASS 289 #B018 WIW	MP289B1800	G01666	177242003200
MAIN PASS 289 #C001	MP289C0100	G01666	177244048100
MAIN PASS 289 #C002	MP289C0200	G01666	177244047600
MAIN PASS 289 #C003A	MP289C0300	G01666	177244047800
MAIN PASS 289 #C004A	MP289C0402	G01666	177244047902
MAIN PASS 289 #C005	MP289C0500	G01666	177244048000
MAIN PASS 289 #C007	MP289C0700	G01666	177244048400
MAIN PASS 289 #C008	MP289C0800	G01666	177244048500
MAIN PASS 289 #C009	MP289C0901	G01666	177244048301
MAIN PASS 289 #C010	MP289C1000	G01666	177244048200
MAIN PASS 289 #C011	MP289C1100	G01666	177244048700
MAIN PASS 289 #C012	MP289C1203	G01666	177244049203
MAIN PASS 289 #C013 WSW	MP289C1300	G01666	177244052400
MAIN PASS 289 #C014	MP289C1400	G01666	177244049900
MAIN PASS 289 #C015	MP289C1500	G01666	177244048900
MAIN PASS 289 #C017	MP289C1700	G01666	177244053900
MAIN PASS 289 #C019	MP289C1900	G01666	177244049400
MAIN PASS 289 #C020	MP289C2000	G01666	177244050100
MAIN PASS 289 #C021	MP289C2100	G01666	177244049100
MAIN PASS 289 #C022 WIW	MP289C2200	G01666	177244049300
MAIN PASS 289 #C023	MP289C2301	G01666	177244053801
MAIN PASS 289 #C024	MP289C2401	G01666	177244051901
MAIN PASS 289 #C025 WIW	MP289C2500	G01666	177244051400
MAIN PASS 289 #C026	MP289C2600	G01666	177244052700
MAIN PASS 289 #C027	MP289C2700	G01666	177244053100
MAIN PASS 289 #C028	MP289C2801	G01666	177244051501
MAIN PASS 289 #C029D	MP289C29D1	G01666	177244051801
MAIN PASS 289 #C030	MP289C3000	G01666	177244053300
MAIN PASS 289 #C031	MP289C3100	G01666	177244090200
MAIN PASS 289 #C032	MP289C3200	G01666	177244090300
MAIN PASS 290 #C006	MP290C0600	G01667	177244050400
MAIN PASS 290 #C016	MP290C1600	G01667	177244051000



Asset Name	FWE Acct. Code	Lease Number	API
MAIN PASS 290 #C018 ST2	MP290C1802	G01667	177244051302
MAIN PASS 295 #001	MP29500100	G32263	177244097001
MAIN PASS 295 #003	MP29500300	G32263	177244097500
MAIN PASS 296 #B001	MP296B0100	G01673	177244022300
MAIN PASS 296 #B003	MP296B0300	G01673	177244022700
MAIN PASS 296 #B004	MP296B0400	G01673	177244022900
MAIN PASS 296 #B008	MP296B0800	G01673	177244023600
MAIN PASS 296 #B013 ST	MP296B1301	G01673	177244024501
MAIN PASS 296 #B014 ST1	MP296B1401	G01673	177244024401
MAIN PASS 296 #B018	MP296B1800	G01673	177244025300
MAIN PASS 296 #B019 ST2	MP296B1902	G01673	177244027302
MAIN PASS 296 #C001	MP296C0100	G01673	177244016100
MAIN PASS 296 #C002	MP296C0200	G01673	177244021100
MAIN PASS 296 #C004 ST3	MP296C0403	G01673	177244021403
MAIN PASS 296 #C005	MP296C0500	G01673	177244021700
MAIN PASS 296 #C006	MP296C0603	G01673	177244021503
MAIN PASS 296 #C007A	MP296C07A0	G01673	177244021600
MAIN PASS 296 #C013	MP296C1301	G01673	177244022401
MAIN PASS 296 #C014	MP296C1402	G01673	177244030702
MAIN PASS 296 #C015	MP296C1500	G01673	177244031300
MAIN PASS 296 #C018 ST	MP296C1801	G01673	177244089101
MAIN PASS 296 #C019	MP296C1900	G01673	177244089400
MAIN PASS 300 #B002	MP300B0200	G01317	177244067200
MAIN PASS 301 #A002	MP301A0200	G04486	177244034600
MAIN PASS 301 #A003	MP301A0300	G04486	177244035101
MAIN PASS 301 #A004	MP301A0400	G04486	177244039501
MAIN PASS 301 #B001	MP301B0100	G04486	177244063000
MAIN PASS 302 #B004	MP302B0400	G32264	177244018801
MAIN PASS 302 #B019	MP302B1900	G32264	177244097401
MAIN PASS 303 #A005D (MP310)	MP303A05D1	G04253	177244030600
MAIN PASS 303 #A017	MP303A1700	G04253	177244094700
MAIN PASS 303 #B005	MP303B0500	G04253	177244023000
MAIN PASS 303 #B007	MP303B0700	G04253	177244023400
MAIN PASS 303 #B009	MP303B0900	G04253	177244023800
MAIN PASS 303 #B015	MP303B1500	G04253	177244024800
MAIN PASS 304 #A007	MP304A0700	G03339	177244030800
MAIN PASS 304 #A009	MP304A0900	G03339	177244030500
MAIN PASS 304 #B012	MP304B1200	G03339	177244024300
MAIN PASS 308 #A001	MP308A0100	G32265	177244095600
MAIN PASS 308 #A002	MP308A0200	G32265	177244095700
MAIN PASS 308 #A003	MP308A0300	G32265	177244096500
MAIN PASS 308 #A004 ST	MP308A0401	G32265	177244096201
MAIN PASS 308 #A006	MP308A0600	G32265	177244095900
MAIN PASS 308 #A007	MP308A0700	G32265	177244096700
MAIN PASS 308 #A008	MP308A0801	G32265	177244096601
MAIN PASS 309 #A005	MP309A0500	G08760	177244096301

Asset Name	FWE Acct. Code	Lease Number	API
MAIN PASS 309 #A009	MP309A0900	G08760	177244096900
MAIN PASS 309 #JA001	MP309JA010	G08760	177244063500
MAIN PASS 309 #JA002	MP309JA200	G08760	177244064600
MAIN PASS 309 #JA006	MP309JA600	G08760	177244065100
MAIN PASS 309 #JA007	MP309JA700	G08760	177244065000
MAIN PASS 309 #JA008	MP309JA800	G08760	177244065200
MAIN PASS 309 #JA010	MP309JA100	G08760	177244072700
MAIN PASS 309 #JA05A	MP309JA5A0	G08760	177244064800
MAIN PASS 310 #A001	MP310A0100	G04126	177244028700
MAIN PASS 310 #A002 ST2	MP310A0202	G04126	177244029502
MAIN PASS 310 #A003	MP310A0301	G04126	177244029401
MAIN PASS 310 #A004	MP310A0400	G04126	177244030000
MAIN PASS 310 #A006	MP310A0603	G04126	177244030103
MAIN PASS 310 #A008A	MP310A0800	G04126	177244029700
MAIN PASS 310 #A010	MP310A1000	G04126	177244029800
MAIN PASS 310 #A011 ST	MP310A1102	G04126	177244041702
MAIN PASS 310 #A012	MP310A1200	G04126	177244041900
MAIN PASS 310 #A013	MP310A1300	G04126	177244042400
MAIN PASS 310 #A014	MP310A1401	G04126	177244042601
MAIN PASS 310 #A015	MP310A1500	G04126	177244042500
MAIN PASS 310 #A016 ST	MP310A1601	G04126	177244043301
MAIN PASS 310 #JA009	MP310JA902	G04126	177244065602
MAIN PASS 311 #A001	MP311A0100	G02213	177244013600
MAIN PASS 311 #A002	MP311A0200	G02213	177244013900
MAIN PASS 311 #A003	MP311A0300	G02213	177244014100
MAIN PASS 311 #A005	MP311A0500	G02213	177244014500
MAIN PASS 311 #A006	MP311A0600	G02213	177244014800
MAIN PASS 311 #A007	MP311A0700	G02213	177244014900
MAIN PASS 311 #A008	MP311A0800	G02213	177244015200
MAIN PASS 311 #A009	MP311A0900	G02213	177244015300
MAIN PASS 311 #A010	MP311A1000	G02213	177244015500
MAIN PASS 311 #A011A	MP311A1100	G02213	177244016400
MAIN PASS 311 #A012	MP311A1200	G02213	177244016300
MAIN PASS 311 #A013	MP311A1301	G02213	177244017202
MAIN PASS 311 #A014	MP311A1400	G02213	177244017800
MAIN PASS 311 #A015	MP311A1500	G02213	177244017600
MAIN PASS 311 #A016	MP311A1600	G02213	177244018000
MAIN PASS 311 #A017	MP311A1700	G02213	177244017900
MAIN PASS 311 #A020 ST	MP311A2001	G02213	177244089301
MAIN PASS 311 #A024	MP311A2400	G02213	177244096400
MAIN PASS 311 #B001	MP311B0100	G02213	177244015900
MAIN PASS 311 #B002D	MP311B02D0	G02213	177244018300
MAIN PASS 311 #B006	MP311B0600	G02213	177244019200
MAIN PASS 311 #B007	MP311B0700	G02213	177244019300
MAIN PASS 311 #B008	MP311B0801	G02213	177244019001
MAIN PASS 311 #B009	MP311B0900	G02213	177244019400

Asset Name	FWE Acct. Code	Lease Number	API
MAIN PASS 311 #B010	MP311B1000	G02213	177244019500
MAIN PASS 311 #B012	MP311B1200	G02213	177244020001
MAIN PASS 311 #B013D	MP311B13D0	G02213	177244035600
MAIN PASS 311 #B014	MP311B1401	G02213	177244036201
MAIN PASS 311 #B015	MP311B1500	G02213	177244036700
MAIN PASS 311 #B017	MP311B1700	G02213	177244036400
MAIN PASS 311 #B018 ST	MP311B1801	G02213	177244089201
MAIN PASS 312 #A021	MP312A2100	G16520	177244093200
MAIN PASS 312 #A022	MP312A2200	G16520	177244093400
MAIN PASS 314 #A023 (MP311A)	MP314A2300	G33693	177244096100
MAIN PASS 315 #JA003 ST	MP315JA302	G08467	177244064502
MAIN PASS 315 #JA004	MP315JA400	G08467	177244064700
MAIN PASS 315 #SS002	MP31500200	G08467	177244095500
MATAGORDA IS 519 #L001	MI519L1SL0	MF-79413	427033030000
MATAGORDA IS 519 #L002	MI519L2SL0	MF-79413	427033034000
MATAGORDA IS 519 #L003	MI519L3SL0	MF-79413	427033039500
MATAGORDA IS 519 #L004	MI519L4SL0	MF-79413	427033039700
MATAGORDA IS 622 #C001	MI622C01	G05000	427034013800
MATAGORDA IS 622 #C002 ST1	MI622C0201	G05000	427034018901
MATAGORDA IS 622 #C008	MI622C0800	G05000	427034052700
MATAGORDA IS 622 #D001	MI622D0100	G05000	427034048400
MATAGORDA IS 622 #D003	MI622D0300	G05000	427034053000
MATAGORDA IS 622 #D004	MI622D0400	G05000	427034054700
MATAGORDA IS 622 #G002	MI622G0200	G05000	427034053700
MATAGORDA IS 623 #B001	MI623B0100	G03088	427034010600
MATAGORDA IS 623 #B003 ST1	MI623B0301	G03088	427034014401
MATAGORDA IS 623 #B006	MI623B0600	G03088	427034018400
MATAGORDA IS 623 #B008	MI623B0800	G03088	427034051300
MATAGORDA IS 623 #C007	MI623C0700	G03088	427034052400
MATAGORDA IS 623 #F002	MI623F0200	G03088	427034051100
MATAGORDA IS 623 #F003	MI623F0300	G03088	427034053800
MATAGORDA IS 623 #H001 (#6)	MI623H0100	G03088	427034058100
MATAGORDA IS 623 #H002 (#7)	MI623H0200	G03088	427034058200
MATAGORDA IS 623(622) #C004	MI623C0400	G05000	427034021400
MATAGORDA IS 635 #F001	MI635F0100	G06043	427034048800
MISSISSIPPI CANYON 065 #B004	MC065B0400	G21742	608174106300
MISSISSIPPI CANYON 065 #B015	MC065B1500	G21742	608174111500
MISSISSIPPI CANYON 108 #A027	MC108A2703	G09777	608174045703
MISSISSIPPI CANYON 108 #A032	MC108A3203	G09777	608174088503
MISSISSIPPI CANYON 110 #001	MC1100100	G18192	608174060500
MISSISSIPPI CANYON 110 #A009	MC110A0900	G18192	608174042501
MISSISSIPPI CANYON 110 #A011ST	MC110A1101	G18192	608174042801
MISSISSIPPI CANYON 110 #A031	MC110A3100	G18192	608174087900
MISSISSIPPI CANYON 311 #A001ST	MC311A0102	G02968	608174006502
MISSISSIPPI CANYON 311 #A005	MC311A0500	G02968	608174011700
MISSISSIPPI CANYON 311 #A006ST	MC311A0601	G02968	608174010901

Asset Name	FWE Acct. Code	Lease Number	API
MISSISSIPPI CANYON 311 #A011ST	MC311A1101	G02968	608174014201
MISSISSIPPI CANYON 311 #A012	MC311A1200	G02968	608174015000
MISSISSIPPI CANYON 311 #A013	MC311A1300	G02968	608174015600
MISSISSIPPI CANYON 311 #A014	MC311A1400	G02968	608174016200
MISSISSIPPI CANYON 311 #A015ST	MC311A1501	G02968	608174017801
MISSISSIPPI CANYON 311 #A016	MC311A1600	G02968	608174016300
MISSISSIPPI CANYON 311 #A020ST	MC311A2001	G02968	608174033901
MISSISSIPPI CANYON 311 #A022ST	MC311A2201	G02968	608174034801
MISSISSIPPI CANYON 311 #A024ST	MC311A2401	G02968	608174035301
MOBILE 826 #001	MO826D0100	G26176	608154014900
NORTH PADRE IS 969 #A001	PN969A0100	G05953	427134003400
NORTH PADRE IS 969 #A004	PN969A0400	G05953	427134005600
NORTH PADRE IS 969 #A006	PN969A0600	G05953	427134005700
NORTH PADRE IS 969 #A007	PN969A0700	G05953	427134005800
NORTH PADRE IS 969 #JA002	PN969JA020	G05953	427014003000
NORTH PADRE IS 976 #A002	PN976A0200	G05954	427134005000
NORTH PADRE IS 976 #A003	PN976A03	G05954	427134005101
NORTH PADRE IS 976 #A005	PN976A0500	G05954	427134005500
NORTH PADRE IS 976 #A008	PN976A0800	G05954	427134005900
NORTH PADRE IS 976 #A009	PN976A0900	G05954	427134006000
SHIP SHOAL 030 #011	SS03001100	00333	177114093000
SHIP SHOAL 030 #013	SS03001300	00333	177114109400
SHIP SHOAL 030 #014D	SS030014D0	00333	177114111900
SHIP SHOAL 030 #A001	SS030A0100	00333	177114113000
SHIP SHOAL 032 #024	SS03202401	00335	177114131701
SHIP SHOAL 033 #005	SS03300500	00336	177114030900
SHIP SHOAL 068 #002 ST1	SS06800201	G02917	177114096701
SHIP SHOAL 068 #003	SS06800301	G02925	177114101301
SHIP SHOAL 068 #004	SS06800402	G02917	177114101802
SHIP SHOAL 068 #005 ST1	SS06800501	G02917	177114101401
SHIP SHOAL 068 #009	SS06800900	G02917	177114126000
SHIP SHOAL 068 #010	SS06801000	G02917	177114135200
SHIP SHOAL 068 #G001 (ORR)	SS068G0100	G02917	177114119400
SHIP SHOAL 068 #G002	SS068G0200	G02917	177114121200
SHIP SHOAL 091 #A001	SS091A0100	G02919	177114044300
SHIP SHOAL 091 #A003	SS091A0300	G02919	177114056800
SHIP SHOAL 091 #A004 ST1	SS091A0401	G02919	177114062501
SHIP SHOAL 091 #A005 ST1	SS091A0501	G02919	177114058201
SHIP SHOAL 091 #A006 ST2	SS091A0602	G02919	177114059202
SHIP SHOAL 091 #B001 ST1	SS091B0101	G02919	177114066401
SHIP SHOAL 091 #B002 ST1	SS091B0201	G02919	177114065701
SHIP SHOAL 091 #B003	SS091B0300	G02919	177114068400
SHIP SHOAL 091 #B004 ST1	SS091B0401	G02919	177114072101
SHIP SHOAL 091 #B005	SS091B0500	G02919	177114110800
SHIP SHOAL 105 #007	SS10500700	G09614	177114130800
SHIP SHOAL 105 #A001 ST1	SS105A0101	G09614	177114124501

Asset Name	FWE Acct. Code	Lease Number	API
SHIP SHOAL 105 #B004	SS105B0400	G09614	177114122400
SHIP SHOAL 105 #B006	SS105B0600	G09614	177114130201
SHIP SHOAL 126 #B001	SS126B0100	G12940	177114121000
SHIP SHOAL 126 #B002	SS126B0200	G12940	177114134203
SHIP SHOAL 126 #B003 ST1	SS126B0301	G12940	177114135401
SHIP SHOAL 129 #A002 ST1	SS129A0201	G12941	177114117201
SHIP SHOAL 129 #A003	SS129A0300	G12941	177114120100
SHIP SHOAL 129 #B001 ST1	SS129B0101	G12941	177114135301
SHIP SHOAL 129 #B002 ST1	SS129B0201	G12941	177114145501
SHIP SHOAL 129 #L001	SS129L0100	G12941	177114150000
SHIP SHOAL 129 #L002	SS129L0200	G12941	177114150300
SHIP SHOAL 145 #E001	SS145E01	G34831	177114140501
SHIP SHOAL 151 #A001 (ORRI)	SS151A0100	G15282	177114125702
SHIP SHOAL 151 #A002 (ORRI)	SS151A0200	G15282	177114154300
SHIP SHOAL 159 #001	SS15900100	G11984	177114143701
SHIP SHOAL 169 #BB001	SS169BB010	00820	177114048100
SHIP SHOAL 169 #BB002	SS169BB020	00820	177114055501
SHIP SHOAL 169 #BB003	SS169BB030	00820	177114057800
SHIP SHOAL 169 #BB004	SS169BB040	00820	177114056500
SHIP SHOAL 169 #BB005	SS169BB050	00820	177114059600
SHIP SHOAL 169 #BB006	SS169BB060	00820	177114060101
SHIP SHOAL 169 #C001	SS169C0100	00820	177114075600
SHIP SHOAL 169 #C003	SS169C0300	00820	177114078500
SHIP SHOAL 169 #C004	SS169C0400	00820	177114077400
SHIP SHOAL 169 #C006	SS169C0600	00820	177114080201
SHIP SHOAL 169 #C007	SS169C0700	00820	177114080601
SHIP SHOAL 169 #C008	SS169C0800	00820	177114081300
SHIP SHOAL 169 #C009	SS169C0900	00820	177114144400
SHIP SHOAL 169 #C010	SS169C1000	00820	177114144800
SHIP SHOAL 169 #G001	SS169G0100	00820	177114127400
SHIP SHOAL 169 #G002	SS169G0200	00820	177114128500
SHIP SHOAL 169 #G003	SS169G0300	00820	177114156600
SHIP SHOAL 175 #A004	SS175A0400	G05550	177094078900
SHIP SHOAL 176 #001	SS17600100	G33646	177114155400
SHIP SHOAL 178 #A001	SS178A0100	G05551	177114076800
SHIP SHOAL 178 #A002A	SS178A0200	G05551	177114080800
SHIP SHOAL 178 #A003	SS178A0302	G05551	177114081902
SHIP SHOAL 178 #A004	SS178A0400	G05551	177114082900
SHIP SHOAL 178 #A005	SS178A0500	G05551	177114082300
SHIP SHOAL 178 #A006	SS178A0600	G05551	177114113900
SHIP SHOAL 182 #A001	SS182A0100	G03998	177114059400
SHIP SHOAL 182 #A002 ST1	SS182A0201	G03998	177114060601
SHIP SHOAL 182 #A003	SS182A0300	G03998	177114063100
SHIP SHOAL 182 #A004	SS182A0400	G03998	177114065500
SHIP SHOAL 182 #B001	SS182B0101	G03998	177114066001
SHIP SHOAL 182 #B002	SS182B0201	G03998	177114074501

Asset Name	FWE Acct. Code	Lease Number	API
SHIP SHOAL 182 #B003 ST2	SS182B0402	G03998	177114090502
SHIP SHOAL 182 #B004	SS182B0400	G03998	177114090800
SHIP SHOAL 182 #B005	SS182B0500	G03998	177114113600
SHIP SHOAL 182 #B006	SS182B0600	G03998	177114130500
SHIP SHOAL 182 #C001D ST1	SS182C01D0	G03998	177114087501
SHIP SHOAL 182 #C002	SS182C0200	G03998	177114088500
SHIP SHOAL 182 #C003	SS182C0300	G03998	177114087800
SHIP SHOAL 182 #C004	SS182C0400	G03998	177114132000
SHIP SHOAL 189 #A001A	SS189A01A0	G04232	177114062000
SHIP SHOAL 189 #A002	SS189A0201	G04232	177114085301
SHIP SHOAL 189 #A003A	SS189A03A0	G04232	177114085200
SHIP SHOAL 189 #A005	SS189A0500	G04232	177114088400
SHIP SHOAL 189 #A007 ST2	SS189A0702	G04232	177114129502
SHIP SHOAL 189 #A008	SS189A0800	G04232	177114130900
SHIP SHOAL 189 #A009 ST1	SS189A0901	G04232	177114139801
SHIP SHOAL 189 #A010BP1	SS189A1001	G04232	177114154701
SHIP SHOAL 189 #A4 (SS210)	SS189A04	G05204	177114086801
SHIP SHOAL 189 #A6 (SS188)	SS189A06	G05203	177114088900
SHIP SHOAL 189 #B001 (ORRI)	SS189B0100	G04232	177114151001
SHIP SHOAL 189 #B002 (ORRI)	SS189B0200	G04232	177114152300
SHIP SHOAL 189 #C001	SS189C0101	G04232	177114153901
SHIP SHOAL 189 #D001	SS189D0100	G04232	177114154402
SHIP SHOAL 190 #B001 ST2	SS190B0103	G10775	177114114803
SHIP SHOAL 190 #B002	SS190B0200	G10775	177114134700
SHIP SHOAL 193 #A001 ST1	SS193A0101	G13917	177114112301
SHIP SHOAL 193 #A002 ST1	SS193A0201	G13917	177114112601
SHIP SHOAL 193 #A003	SS193A0300	G13917	177114115300
SHIP SHOAL 193 #A004 ST1	SS193A0401	G13917	177114116001
SHIP SHOAL 193 #A005 ST1	SS193A0501	G13917	177114117301
SHIP SHOAL 193 #A006 ST5	SS193A0605	G13917	177114123005
SHIP SHOAL 193 #A007 ST1	SS193A0701	G13917	177114139501
SHIP SHOAL 193 #M001	SS193M0100	G13917	177114148500
SHIP SHOAL 194 #A001	SS194A0100	G15288	177114121300
SHIP SHOAL 194 #A002 ST1	SS194A0201	G15288	177114121701
SHIP SHOAL 198 #J011	SS198J1100	00593	177114147800
SHIP SHOAL 204 #A008	SS204A0800	G01520	177110083000
SHIP SHOAL 204 #A015 ST1	SS204A1501	G01520	177112003401
SHIP SHOAL 204 #A016	SS204A1601	G01520	177112005401
SHIP SHOAL 204 #A020	SS204A2000	G01520	177112012600
SHIP SHOAL 204 #A024 ST1	SS204A2401	G01520	177112017701
SHIP SHOAL 204 #A028 ST3	SS204A2803	G01520	177110071003
SHIP SHOAL 204 #A030A	SS204A30A1	G01520	177114002801
SHIP SHOAL 204 #A031	SS204A3101	G01520	177110084201
SHIP SHOAL 204 #A034	SS204A3400	G01520	177114146700
SHIP SHOAL 204 #A035	SS204A3502	G01520	177114147402
SHIP SHOAL 204 #A036 ST1	SS204A3603	G01520	177114146803



Asset Name	FWE Acct. Code	Lease Number	API
SHIP SHOAL 206 #E002	SS206E0201	G01522	177114118101
SHIP SHOAL 206 #E003	SS206E0301	G01522	177114118201
SHIP SHOAL 206 #E004	SS206E0400	G01522	177114141800
SHIP SHOAL 206 #E005	SS206E0500	G01522	177114142000
SHIP SHOAL 207 #A003 ST1	SS207A0301	G01523	177110072801
SHIP SHOAL 207 #A004B	SS207A04B0	G01523	177110075500
SHIP SHOAL 207 #A006D	SS207A06D0	G01523	177110078200
SHIP SHOAL 207 #A008B	SS207A08B0	G01523	177110080700
SHIP SHOAL 207 #A009	SS207A0900	G01523	177110082400
SHIP SHOAL 207 #A010D	SS207A10D0	G01523	177110083900
SHIP SHOAL 207 #A013	SS207A1300	G01523	177112002500
SHIP SHOAL 207 #A015 ST1	SS207A1501	G01523	177112010601
SHIP SHOAL 207 #A016 ST1	SS207A1601	G01523	177112011401
SHIP SHOAL 207 #A018	SS207A1800	G01523	177112005000
SHIP SHOAL 207 #A019ST	SS207A1901	G01523	177114009401
SHIP SHOAL 207 #A020	SS207A2000	G01523	177114010300
SHIP SHOAL 207 #A022 ST1	SS207A2201	G01523	177114011301
SHIP SHOAL 207 #A023B	SS207A23B0	G01523	177114013500
SHIP SHOAL 207 #A024	SS207A2400	G01523	177114014300
SHIP SHOAL 207 #A025	SS207A2500	G01523	177114015500
SHIP SHOAL 207 #A026	SS207A2601	G01523	177112001101
SHIP SHOAL 207 #A027	SS207A2701	G01523	177110079401
SHIP SHOAL 207 #A028	SS207A2801	G01523	177110077301
SHIP SHOAL 207 #A029 ST	SS207A2901	G01523	177112001901
SHIP SHOAL 207 #A030	SS207A3001	G01523	177110071501
SHIP SHOAL 207 #A031 ST2	SS207A3102	G01523	177114117702
SHIP SHOAL 207 #A032	SS207A3201	G01523	177114119701
SHIP SHOAL 207 #A033 ST1	SS207A3301	G01523	177114121901
SHIP SHOAL 207 #A034	SS207A3400	G01523	177114122200
SHIP SHOAL 207 #A035 ST1	SS207A3501	G01523	177114133301
SHIP SHOAL 207 #A036	SS207A3600	G01523	177114137700
SHIP SHOAL 207 #D002	SS207D0200	G01523	177114025400
SHIP SHOAL 207 #D007	SS207D0700	G01523	177114030300
SHIP SHOAL 207 #D008	SS207D0800	G01523	177114032300
SHIP SHOAL 207 #D009	SS207D0900	G01523	177114116400
SHIP SHOAL 207 #D010 ST1	SS207D1001	G01523	177114116501
SHIP SHOAL 216 #C004 ST1	SS216C0401	G01524	177112014901
SHIP SHOAL 216 #C005A	SS216C05A0	G01524	177112017400
SHIP SHOAL 216 #C007 ST1	SS216C0701	G01524	177114001201
SHIP SHOAL 216 #C009 ST1	SS216C0901	G01524	177114003801
SHIP SHOAL 216 #C010	SS216C1000	G01524	177114004900
SHIP SHOAL 216 #C012C	SS216C12C0	G01524	177114006700
SHIP SHOAL 216 #C013	SS216C1300	G01524	177114007700
SHIP SHOAL 216 #C015	SS216C1500	G01524	177114009000
SHIP SHOAL 216 #C016	SS216C1601	G01524	177114000101
SHIP SHOAL 216 #C017A	SS216C17A1	G01524	177114003001



Asset Name	FWE Acct. Code	Lease Number	API
SHIP SHOAL 216 #C019	SS216C1900	G01524	177114031900
SHIP SHOAL 216 #C023	SS216C2300	G01524	177114134600
SHIP SHOAL 216 #C024 ST2	SS216C2402	G01524	177114135102
SHIP SHOAL 243 #A001 (ORRI)	SS243A0100	G10780	177124051700
SHIP SHOAL 243 #A004 (ORRI)	SS243A0400	G10780	177124059402
SHIP SHOAL 243 #A006 (ORRI)	SS243A0600	G10780	177124064901
SHIP SHOAL 249 #D017	SS249D1700	G01030	177124020800
SHIP SHOAL 259 #001	SS25900100	G05044	177124028500
SHIP SHOAL 259 #JA001 ST2	SS259JA102	G05044	177124035002
SHIP SHOAL 259 #JA002	SS259JA201	G05044	177124035301
SHIP SHOAL 259 #JA003 ST2	SS259JA302	G05044	177124035402
SHIP SHOAL 259 #JA004	SS259JA400	G05044	177124035600
SHIP SHOAL 259 #JA005 ST1	SS259JA501	G05044	177124035801
SHIP SHOAL 259 #JA006	SS259JA600	G05044	177124035900
SHIP SHOAL 259 #JA007	SS259JA700	G05044	177124064200
SHIP SHOAL 259 #JA008 ST2	SS259JA802	G05044	177124064402
SHIP SHOAL 259 #JA009	SS259JA900	G05044	177124064500
SHIP SHOAL 259 #JA010 ST1	SS259JA101	G05044	177124065501
SHIP SHOAL 274 #A001	SS274A0100	G01039	177120001500
SHIP SHOAL 274 #A002	SS274A0200	G01039	177120001600
SHIP SHOAL 274 #A003	SS274A0300	G01039	177120001700
SHIP SHOAL 274 #A004	SS274A0400	G01039	177120001800
SHIP SHOAL 274 #A006	SS274A0601	G01039	177120002001
SHIP SHOAL 274 #A008	SS274A0800	G01039	177120002200
SHIP SHOAL 274 #A010	SS274A1001	G01039	177120002401
SHIP SHOAL 274 #A012	SS274A1201	G01039	177120002601
SHIP SHOAL 274 #A013	SS274A1300	G01039	177120002700
SHIP SHOAL 274 #A014	SS274A1403	G01039	177120001903
SHIP SHOAL 274 #A016	SS274A1602	G01039	177120010202
SHIP SHOAL 274 #C001	SS274C0100	G01039	177124038900
SHIP SHOAL 274 #C002	SS274C0200	G01039	177124038800
SHIP SHOAL 274 #C003	SS274C0300	G01039	177124039000
SHIP SHOAL 274 #C004	SS274C0400	G01039	177124039100
SHIP SHOAL 274 #C005 WIW	SS274C0500	G01039	177124039200
SHIP SHOAL 274 #C006 WSW	SS274C0600	G01039	177124039300
SHIP SHOAL 274 #C007	SS274C0700	G01039	177124039900
SHIP SHOAL 274 #C008	SS274C0800	G01039	177124040300
SHIP SHOAL 274 #C009	SS274C0900	G01039	177124040200
SHIP SHOAL 274 #C010 WIW	SS274C1000	G01039	177124040000
SHIP SHOAL 274 #C011	SS274C1100	G01039	177124040100
SHIP SHOAL 274 #C012	SS274C1200	G01039	177124040700
SHIP SHOAL 274 #C013	SS274C1300	G01039	177124040800
SHIP SHOAL 274 #C014	SS274C1400	G01039	177124040900
SHIP SHOAL 274 #C015	SS274C1500	G01039	177124041400
SHIP SHOAL 274 #C016	SS274C1600	G01039	177124041300
SHIP SHOAL 274 #C017	SS274C1701	G01039	177124041501

Asset Name	FWE Acct. Code	Lease Number	API
SHIP SHOAL 274 #C018	SS274C1800	G01039	177124041800
SHIP SHOAL 274 #C019 WSW	SS274C1900	G01039	177124042000
SHIP SHOAL 274 #C020	SS274C2000	G01039	177124041900
SHIP SHOAL 274 #C021	SS274C2100	G01039	177124042600
SHIP SHOAL 274 #C022	SS274C2201	G01039	177124056102
SHIP SHOAL 274 #C023	SS274C2300	G01039	177124059600
SHIP SHOAL 274 #C024	SS274C2400	G01039	177124060100
SHIP SHOAL 276 #A6	-	G10785	177124042500
SHIP SHOAL 276 #A7	-	G10785	177124043000
SHIP SHOAL 314 #A002	SS314A0200	G26074	177124047202
SHIP SHOAL 314 #A004 (ORRI)	SS314A0400	G26074	177124047502
SHIP SHOAL 354 #A001 ST2	SS354A0102	G15312	177124055202
SHIP SHOAL 354 #A002 ST2	SS354A0202	G15312	177124056002
SHIP SHOAL 354 #A003 ST1	SS354A0301	G15312	177124057901
SHIP SHOAL 354 #A004 ST1	SS354A0401	G15312	177124057701
SHIP SHOAL 354 #A005	SS354A0500	G15312	177124065600
SHIP SHOAL 354 #A006	SS354A0600	G15312	177124066000
SHIP SHOAL 354 #A007 ST1	SS354A0701	G15312	177124066101
SHIP SHOAL 354 #A008	SS354A0800	G15312	177124066200
SHIP SHOAL206#E001(SS207E1	SS207E0100	G01523	177114115500
SOUTH MARSH IS 010 #004	SM01000400	G01181	177074089700
SOUTH MARSH IS 010 #A002	SM010A0200	G01181	177070050200
SOUTH MARSH IS 010 #A003	SM010A0300	G01181	177074043200
SOUTH MARSH IS 010 #A004	SM010A0400	G01181	177070050600
SOUTH MARSH IS 010 #A007	SM010A0700	G01181	177070051300
SOUTH MARSH IS 010 #A008	SM010A0800	G01181	177070052100
SOUTH MARSH IS 010 #A009E	SM010A09E0	G01181	177072000000
SOUTH MARSH IS 010 #A011	SM010A1100	G01181	177072000500
SOUTH MARSH IS 010 #A012	SM010A1200	G01181	177072001100
SOUTH MARSH IS 010 #A013 ST1	SM010A1301	G01181	177072000401
SOUTH MARSH IS 010 #A017	SM010A1700	G01181	177074032300
SOUTH MARSH IS 010 #A019	SM010A1901	G01181	177074046301
SOUTH MARSH IS 010 #A021	SM010A2100	G01181	177074075200
SOUTH MARSH IS 011 #034	SM01103400	G01182	177072004300
SOUTH MARSH IS 011 #058 BP2	SM01105802	G01182	177074090702
SOUTH MARSH IS 018 #A001 ST1	SM018A0101	G08680	177074057701
SOUTH MARSH IS 018 #A002	SM018A0200	G08680	177074064900
SOUTH MARSH IS 018 #A003	SM018A0300	G08680	177074070300
SOUTH MARSH IS 048 #E002	SM048E0201	00786	177072002801
SOUTH MARSH IS 048 #E003 ST1BP	SM048E0302	00786	177072003302
SOUTH MARSH IS 048 #E004	SM048E0401	00786	177072004001
SOUTH MARSH IS 048 #E005	SM048E005	00786	177072004800
SOUTH MARSH IS 048 #E007	SM048E07	00786	177074092300
SOUTH MARSH IS 066 #C001	SM066C0100	G01198	177070041200
SOUTH MARSH IS 066 #C002	SM066C0200	G01198	177070049000
SOUTH MARSH IS 066 #C003	SM066C0300	G01198	177074005800

Asset Name	FWE Acct. Code	Lease Number	API
SOUTH MARSH IS 066 #C004	SM066C0400	G01198	177070050000
SOUTH MARSH IS 066 #C005	SM066C0500	G01198	177070050700
SOUTH MARSH IS 066 #C006	SM066C0600	G01198	177072018700
SOUTH MARSH IS 066 #C007	SM066C0700	G01198	177070052800
SOUTH MARSH IS 066 #C009B	SM066C09B0	G01198	177072001200
SOUTH MARSH IS 066 #C010 ST2	SM066C1002	G01198	177072002502
SOUTH MARSH IS 066 #C011	SM066C1100	G01198	177074072900
SOUTH MARSH IS 066 #C012	SM066C1200	G01198	177074073500
SOUTH MARSH IS 066 #D001	SM066D0100	G01198	177074025400
SOUTH MARSH IS 066 #D003	SM066D0300	G01198	177074029000
SOUTH MARSH IS 066 #D004	SM066D0400	G01198	177074032000
SOUTH MARSH IS 066 #D005	SM066D0500	G01198	177074032600
SOUTH MARSH IS 066 #D006 ST	SM066D0601	G01198	177074031201
SOUTH MARSH IS 066 #D007 ST1BP	SM066D0701	G01198	177074027401
SOUTH MARSH IS 076 #F001 BP2	SM076F0102	G01208	177084095402
SOUTH MARSH IS 076 #F002	SM076F0200	G01208	177084095500
SOUTH MARSH IS 105 #A001	SM105A0100	G17938	177084089700
SOUTH MARSH IS 105 #A002 ST1	SM105A0201	G17938	177084089901
SOUTH MARSH IS 106 #A001N	SM106A01N0	G03776	177084038200
SOUTH MARSH IS 106 #A002 ST	SM106A02N1	G03776	177084038701
SOUTH MARSH IS 106 #A003N	SM106A03N0	G03776	177084039100
SOUTH MARSH IS 106 #A004	SM106A04N0	G03776	177084040600
SOUTH MARSH IS 106 #A005 ST2	SM106A05N2	G03776	177084047202
SOUTH MARSH IS 106 #A006 ST1	SM106A06N1	G03776	177084048401
SOUTH MARSH IS 106 #A007	SM106A07N0	G03776	177084048600
SOUTH MARSH IS 106 #A008	SM106A08N0	G03776	177084049100
SOUTH MARSH IS 106 #A009 ST1	SM106A09N1	G03776	177084049801
SOUTH MARSH IS 106 #A010	SM106A10N0	G03776	177084051300
SOUTH MARSH IS 106 #A011 ST2	SM106A11N2	G03776	177084052302
SOUTH MARSH IS 106 #A013	SM106A13N0	G03776	177084081200
SOUTH MARSH IS 106 #A014	SM106A14N0	G03776	177084082000
SOUTH MARSH IS 106 #A015	SM106A15N0	G03776	177084082600
SOUTH MARSH IS 106 #A016	SM106A16N0	G03776	177084082700
SOUTH MARSH IS 106 #A017	SM106A17N0	G03776	177084082800
SOUTH MARSH IS 106 #A020	SM106A20S0	G02279	177084082200
SOUTH MARSH IS 106#A012ST2	SM106A12S2	G02279	177084053602
SOUTH MARSH IS 108 #A018	SM108A1800	00792	177084094500
SOUTH MARSH IS 127 #B011	SM127B1100	G02883	177084015800
SOUTH MARSH IS 127 #B017	SM127B17S1	G02883	177084025801
SOUTH MARSH IS 127 #B022 ST1	SM127B2201	G02883	177084078501
SOUTH MARSH IS 128 #A002	SM128A0200	G02587	177084014300
SOUTH MARSH IS 128 #A003	SM128A0300	G02587	177084013400
SOUTH MARSH IS 128 #A004C ST1	SM128A04C1	G02587	177084014601
SOUTH MARSH IS 128 #A005	SM128A0500	G02587	177084015000
SOUTH MARSH IS 128 #A006 ST1	SM128A0601	G02587	177084016101
SOUTH MARSH IS 128 #A007	SM128A0700	G02587	177084015500

Asset Name	FWE Acct. Code	Lease Number	API
SOUTH MARSH IS 128 #A009	SM128A0900	G02587	177084019100
SOUTH MARSH IS 128 #A010	SM128A1002	G02587	177084019302
SOUTH MARSH IS 128 #A011 ST3	SM128A1103	G02587	177084017103
SOUTH MARSH IS 128 #A012	SM128A1200	G02587	177084023600
SOUTH MARSH IS 128 #A013 ST2	SM128A1302	G02587	177084024002
SOUTH MARSH IS 128 #A014	SM128A1400	G02587	177084026100
SOUTH MARSH IS 128 #A015 ST2	SM128A1502	G02587	177084012902
SOUTH MARSH IS 128 #A016 ST1	SM128A1601	G02587	177084033301
SOUTH MARSH IS 128 #A017 ST1	SM128A1702	G02587	177084028202
SOUTH MARSH IS 128 #A018	SM128A1800	G02587	177084030300
SOUTH MARSH IS 128 #A019	SM128A1900	G02587	177084035100
SOUTH MARSH IS 128 #A021	SM128A2100	G02587	177084035200
SOUTH MARSH IS 128 #A022 ST2	SM128A2202	G02587	177084034402
SOUTH MARSH IS 128 #A023 ST1	SM128A2301	G02587	177084037601
SOUTH MARSH IS 128 #A024	SM128A2400	G02587	177084039700
SOUTH MARSH IS 128 #A025	SM128A2500	G02587	177084040000
SOUTH MARSH IS 128 #A026	SM128A2600	G02587	177084039900
SOUTH MARSH IS 128 #B001A	SM128B01D0	G02587	177084011000
SOUTH MARSH IS 128 #B002 ST1	SM128B0201	G02587	177084014401
SOUTH MARSH IS 128 #B003 ST1	SM128B0301	G02587	177084011601
SOUTH MARSH IS 128 #B005D	SM128B05D0	G02587	177084012700
SOUTH MARSH IS 128 #B006 ST2	SM128B0602	G02587	177084012202
SOUTH MARSH IS 128 #B007 ST2	SM128B0702	G02587	177084014502
SOUTH MARSH IS 128 #B008A	SM128B08A0	G02587	177084014700
SOUTH MARSH IS 128 #B009	SM128B0900	G02587	177084014900
SOUTH MARSH IS 128 #B010	SM128B1000	G02587	177084015600
SOUTH MARSH IS 128 #B012 ST1	SM128B1201	G02587	177084016401
SOUTH MARSH IS 128 #B013	SM128B1300	G02587	177084023500
SOUTH MARSH IS 128 #B015	SM128B1500	G02587	177084024700
SOUTH MARSH IS 128 #B016	SM128B1600	G02587	177084025300
SOUTH MARSH IS 128 #B018	SM128B1800	G02587	177084029200
SOUTH MARSH IS 128 #B019	SM128B1900	G02587	177084030600
SOUTH MARSH IS 128 #B020	SM128B2000	G02587	177084063300
SOUTH MARSH IS 128 #B021	SM128B2100	G02587	177084078200
SOUTH MARSH IS 128 #B024	SM128B2400	G02587	177084088600
SOUTH MARSH IS 128 #C001	SM128C0100	G02587	177084028600
SOUTH MARSH IS 128 #C002	SM128C0200	G02587	177084027300
SOUTH MARSH IS 128 #C003	SM128C0300	G02587	177084029600
SOUTH MARSH IS 128 #C004A	SM128C04A0	G02587	177084030000
SOUTH MARSH IS 128 #C005A	SM128C05A0	G02587	177084030700
SOUTH MARSH IS 128 #C006A	SM128C06A0	G02587	177084031300
SOUTH MARSH IS 128 #C007	SM128C0700	G02587	177084031700
SOUTH MARSH IS 128 #C008	SM128C0800	G02587	177084032000
SOUTH MARSH IS 128 #C009	SM128C0900	G02587	177084034900
SOUTH MARSH IS 128 #C010D	SM128C10D0	G02587	177084035000
SOUTH MARSH IS 128 #C011	SM128C1100	G02587	177084036400

Asset Name	FWE Acct. Code	Lease Number	API
SOUTH MARSH IS 128 #C012A	SM128C12A0	G02587	177084037300
SOUTH MARSH IS 128 #C013	SM128C1300	G02587	177084037700
SOUTH MARSH IS 128 #C014	SM128C1400	G02587	177084038900
SOUTH MARSH IS 128 #C015A	SM128C15A0	G02587	177084039300
SOUTH MARSH IS 128 #C016	SM128C1600	G02587	177084062000
SOUTH MARSH IS 128 #C017A	SM128C17A0	G02587	177084062600
SOUTH MARSH IS 128 #C018D	SM128C18D0	G02587	177084062900
SOUTH MARSH IS 128 #C019	SM128C1900	G02587	177084088000
SOUTH MARSH IS 128 #C020	SM128C2000	G02587	177084088100
SOUTH MARSH IS 128 #C021	SM128C2101	G02587	177084088201
SOUTH MARSH IS 132 #B002	SM132B0200	G02282	177084031800
SOUTH MARSH IS 132 #B003 ST1	SM132B0301	G02282	177084031601
SOUTH MARSH IS 132 #B004	SM132B0400	G02282	177084033000
SOUTH MARSH IS 132 #B005	SM132B0500	G02282	177084033500
SOUTH MARSH IS 132 #B006	SM132B0600	G02282	177084033900
SOUTH MARSH IS 132 #B007	SM132B0700	G02282	177084034100
SOUTH MARSH IS 132 #B008	SM132B0800	G02282	177084035500
SOUTH MARSH IS 132 #B009	SM132B0900	G02282	177084036200
SOUTH MARSH IS 132 #B010	SM132B1000	G02282	177084036500
SOUTH MARSH IS 132 #B011	SM132B1100	G02282	177084037800
SOUTH MARSH IS 135 #C003 BP1	SM135C0301	G19776	177084089401
SOUTH MARSH IS 136 #A004	SM136A0400	G02588	177084021900
SOUTH MARSH IS 136 #A008	SM136A08	G02588	177084032401
SOUTH MARSH IS 136 #A010	SM136A1000	G02588	177084035700
SOUTH MARSH IS 136 #A015	SM136A1500	G02588	177084071200
SOUTH MARSH IS 136 #C007	SM136C0700	G02588	177084091900
SOUTH MARSH IS 137 #A001	SM137A0100	G02589	177084007700
SOUTH MARSH IS 137 #A003	SM137A0300	G02589	177084020400
SOUTH MARSH IS 137 #A005	SM137A0500	G02589	177084024100
SOUTH MARSH IS 137 #A009	SM137A0900	G02589	177084034600
SOUTH MARSH IS 137 #A011 ST1	SM137A1101	G02589	177084030201
SOUTH MARSH IS 137 #A012	SM137A1200	G02589	177084040400
SOUTH MARSH IS 137 #A013	SM137A1300	G02589	177084042900
SOUTH MARSH IS 137 #A014	SM137A1400	G02589	177084045000
SOUTH MARSH IS 137 #A018	SM137A1800	G02589	177084072800
SOUTH MARSH IS 141 #B014C	SM141B14C1	G02885	177084025701
SOUTH MARSH IS 141 #B023A	SM141B23A0	G02885	177084079100
SOUTH MARSH IS 149 #C001 ST1	SM149C0101	G02592	177084088901
SOUTH MARSH IS 149 #C002	SM149C0200	G02592	177084089100
SOUTH MARSH IS 149 #C004	SM149C0400	G02592	177084090300
SOUTH MARSH IS 149 #C005	SM149C0500	G02592	177084090400
SOUTH MARSH IS 149 #D001	SM149D0101	G02592	177084094401
SOUTH MARSH IS 150 #C006 BP2	SM150C0600	G16325	177084091802
SOUTH MARSH IS 150 #D002	SM150D0200	G16325	177084095700
SOUTH MARSH IS 150 #D003	SM150D0301	G16325	177084096401
SOUTH MARSH IS 161 #A014 ORRI	SM161A1400	G04809	177084061401



Asset Name	FWE Acct. Code	Lease Number	API
SOUTH MARSH IS 161 #A015 ORRI	SM161A1500	G04809	177084090501
SOUTH MARSH IS 236 #139 (ORRI)	SM23613900	00310	177074053802
SOUTH MARSH IS 236 #144 ORRI	SM23614400	00310	177074058600
SOUTH MARSH IS 236 #160 (ORRI)	SM23616000	00310	177074058700
SOUTH MARSH IS 236 #A001 ORRI	SM236A0100	00310	177074037700
SOUTH MARSH IS 236 #A003 ORRI	SM236A0300	00310	177074040800
SOUTH MARSH IS 236 #A005 ORRI	SM236A0500	00310	177074041100
SOUTH MARSH IS 236 #A009 ORRI	SM236A0900	00310	177074044000
SOUTH MARSH IS 240 #0200	SM24020000	00310	177074078800
SOUTH MARSH IS 240 #153	SM240153	00310	177074061100
SOUTH MARSH IS 240 #156	SM24015600	00310	177074061800
SOUTH MARSH IS 240 #191	SM24019101	00310	177074073600
SOUTH MARSH IS 240 #196	SM24019600	00310	177074075800
SOUTH MARSH IS 240 #E001	SM240E0100	00310	177074060900
SOUTH MARSH IS 240 #E002	SM240E0200	00310	177074065600
SOUTH MARSH IS 241 #302	SM241302	00310	177074042001
SOUTH MARSH IS 268 #A002C	SM268A02C0	G02310	177074007600
SOUTH MARSH IS 268 #A007A	SM268A07A0	G02310	177074013600
SOUTH MARSH IS 268 #A017B	SM268A17B0	G02310	177074016800
SOUTH MARSH IS 268 #D001	SM268D0100	G02310	177074020600
SOUTH MARSH IS 268 #D003D	SM268D03D0	G02310	177074021600
SOUTH MARSH IS 268 #D004	SM268D0400	G02310	177074022500
SOUTH MARSH IS 268 #D006	SM268D0600	G02310	177074024700
SOUTH MARSH IS 268 #D007	SM268D0700	G02310	177074025700
SOUTH MARSH IS 268 #D012	SM268D1200	G02310	177074028700
SOUTH MARSH IS 268 #D016D	SM268D16D1	G02310	177074029901
SOUTH MARSH IS 269 #A021B	SM269A21B0	G02311	177074018100
SOUTH MARSH IS 269 #B002	SM269B0200	G02311	177074008100
SOUTH MARSH IS 269 #B017 ST1	SM269B1701	G02311	177074075701
SOUTH MARSH IS 269 #B019 BP1	SM269B1901	G02311	177074088501
SOUTH MARSH IS 269 #F001 ST1	SM269F0101	G02311	177074080401
SOUTH MARSH IS 280 #G001	SM280G0100	G14456	177074071400
SOUTH MARSH IS 280 #G002	SM280G0200	G14456	177074080700
SOUTH MARSH IS 280 #H001 ST1	SM280H0102	G14456	177074081802
SOUTH MARSH IS 280 #H002 STB	SM280H0203	G14456	177074082303
SOUTH MARSH IS 281 #C001	SM281C0100	G02600	177074012500
SOUTH MARSH IS 281 #C003A	SM281C03A0	G02600	177074013900
SOUTH MARSH IS 281 #C005A	SM281C05A0	G02600	177074015300
SOUTH MARSH IS 281 #C006	SM281C0600	G02600	177074015800
SOUTH MARSH IS 281 #C008 ST1	SM281C0801	G02600	177074017701
SOUTH MARSH IS 281 #C010 ST	SM281C1001	G02600	177074020701
SOUTH MARSH IS 281 #C011 ST1	SM281C1101	G02600	177074022401
SOUTH MARSH IS 281 #C012A	SM281C12A0	G02600	177074024100
SOUTH MARSH IS 281 #C014 ST	SM281C1401	G02600	177074026901
SOUTH MARSH IS 281 #C015	SM281C1500	G02600	177074028300
SOUTH MARSH IS 281 #C016C	SM281C16C0	G02600	177074029600

Asset Name	FWE Acct. Code	Lease Number	API
SOUTH MARSH IS 281 #C017	SM281C1700	G02600	177074030500
SOUTH MARSH IS 281 #C019B	SM281C19B0	G02600	177074034400
SOUTH MARSH IS 281 #C020 ST1	SM281C2001	G02600	177074034901
SOUTH MARSH IS 281 #C021B	SM281C21B0	G02600	177074035500
SOUTH MARSH IS 281 #C023 ST2	SM281C2302	G02600	177074036802
SOUTH MARSH IS 281 #C024	SM281C2400	G02600	177074037300
SOUTH MARSH IS 281 #C025	SM281C2500	G02600	177074083500
SOUTH MARSH IS 281 #C026	SM281C2600	G02600	177074083700
SOUTH MARSH IS 281 #C027	SM281C2700	G02600	177074085200
SOUTH MARSH IS 281 #C028 BP2	SM281C2802	G02600	177074089402
SOUTH MARSH IS 281 #D002	SM281D0200	G02600	177074021100
SOUTH MARSH IS 281 #D009	SM281D0900	G02600	177074027100
SOUTH MARSH IS 281 #D010A	SM281D10A0	G02600	177074027500
SOUTH MARSH IS 281 #D011	SM281D1100	G02600	177074028000
SOUTH MARSH IS 281 #D013	SM281D1300	G02600	177074029100
SOUTH MARSH IS 281 #D014A	SM281D14A0	G02600	177074029700
SOUTH MARSH IS 281 #D05A	SM281D05A0	G02600	177074023200
SOUTH MARSH IS 281 #D08A	SM281D08A0	G02600	177074026600
SOUTH MARSH IS 281 #E001D	SM281E01D0	G02600	177074018500
SOUTH MARSH IS 281 #E002A	SM281E02A0	G02600	177074024600
SOUTH MARSH IS 281 #E003	SM281E0300	G02600	177074027800
SOUTH MARSH IS 281 #E004	SM281E0400	G02600	177074028500
SOUTH MARSH IS 281 #E005A	SM281E05A0	G02600	177074029300
SOUTH MARSH IS 281 #E006	SM281E0601	G02600	177074030101
SOUTH MARSH IS 281 #E007	SM281E0700	G02600	177074031600
SOUTH MARSH IS 281 #E008A	SM281E08A1	G02600	177074033101
SOUTH MARSH IS 281 #E009A	SM281E09A0	G02600	177074033800
SOUTH MARSH IS 281 #E010A	SM281E10A0	G02600	177074034800
SOUTH MARSH IS 281 #E011 ST	SM281E1101	G02600	177074035601
SOUTH MARSH IS 281 #E012	SM281E1200	G02600	177074036000
SOUTH MARSH IS 281 #E013	SM281E1300	G02600	177074036600
SOUTH MARSH IS 281 #E014	SM281E1400	G02600	177074038600
SOUTH MARSH IS 281 #I001	SM281I0101	G02600	177074082601
SOUTH MARSH IS 281 #I002 ST1	SM281I0201	G02600	177074082701
SOUTH MARSH IS 281 #I003	SM281I0300	G02600	177074082800
SOUTH MARSH IS 48 # E 6	SM048E06	00786	177074066702
SOUTH PASS 061 #D004 ST2	SP061D0402	G01609	177234006302
SOUTH PASS 061 #D023	SP061D2300	G01609	177234008200
SOUTH PASS 061 #D024 ST1	SP061D2401	G01609	177234007701
SOUTH PASS 061 #D025	SP061D2500	G01609	177234008300
SOUTH PASS 061 #D026	SP061D2600	G01609	177234008400
SOUTH PASS 061 #D033 ST2	SP061D3302	G01609	177234008702
SOUTH PASS 061 #D034 ST1	SP061D3401	G01609	177234009001
SOUTH PASS 061 #D035 ST2	SP061D3502	G01609	177234009102
SOUTH PASS 061 #D036 ST1	SP061D3601	G01609	177234009201
SOUTH PASS 061 #D038	SP061D38	G01609	177234009702



Asset Name	FWE Acct. Code	Lease Number	API
SOUTH PASS 061 #D039 ST1	SP061D3901	G01609	177234009801
SOUTH PASS 061 #D040 ST2	SP061D4002	G01609	177234009502
SOUTH PASS 061 #D043 ST2	SP061D4302	G01609	177234009602
SOUTH PASS 062 #C001	SP062C0101	G01294	177230007901
SOUTH PASS 062 #C004	SP062C0401	G01294	177232000101
SOUTH PASS 062 #C005	SP062C0500	G01294	177230008600
SOUTH PASS 062 #C006	SP062C0601	G01294	177232000301
SOUTH PASS 062 #C007 ST3	SP062C0703	G01294	177234000803
SOUTH PASS 062 #C009	SP062C0900	G01294	177232000800
SOUTH PASS 062 #C011 ST1	SP062C1101	G01294	177232001501
SOUTH PASS 062 #C013B	SP062C13B0	G01294	177232002100
SOUTH PASS 062 #C016	SP062C1600	G01294	177232003000
SOUTH PASS 062 #C017	SP062C1702	G01294	177232003102
SOUTH PASS 062 #C018	SP062C1800	G01294	177232003200
SOUTH PASS 062 #C021	SP062C2105	G01294	177230008005
SOUTH PASS 062 #D001	SP062D0100	G01294	177234012300
SOUTH PASS 062 #D002	SP062D0200	G01294	177234011900
SOUTH PASS 062 #D003	SP062D0300	G01294	177234012000
SOUTH PASS 062 #D004	SP062D0401	G01294	177234012901
SOUTH PASS 062 #D005	SP062D0500	G01294	177234012100
SOUTH PASS 062 #D007	SP062D0700	G01294	177234012200
SOUTH PASS 062 #D008	SP062D0800	G01294	177234012500
SOUTH PASS 062 #D009	SP062D0900	G01294	177234013000
SOUTH PASS 062 #D010 ST1	SP062D1001	G01294	177234012801
SOUTH PASS 062 #D012	SP062D1200	G01294	177234013200
SOUTH PASS 062 #D014	SP062D1400	G01294	177234014100
SOUTH PASS 062 #D019	SP062D1900	G01294	177234012400
SOUTH PASS 062 #D020 ST1	SP062D2001	G01294	177234014001
SOUTH PASS 062 #D021	SP062D2100	G01294	177234013700
SOUTH PASS 062 #D022	SP062D2201	G01294	177234013801
SOUTH PASS 062 #D023	SP062D2300	G01294	177234014300
SOUTH PASS 062 #D027	SP062D2700	G01294	177234014500
SOUTH PASS 062 #D028	SP062D2800	G01294	177234014601
SOUTH PASS 062 #D029	SP062D2900	G01294	177234014900
SOUTH PASS 062 #D030	SP062D3000	G01294	177234014700
SOUTH PASS 062 #D031	SP062D3100	G01294	177234014800
SOUTH PASS 062 #D032	SP062D3201	G01294	177234015001
SOUTH PASS 062 #D033	SP062D3300	G01294	177234016300
SOUTH PASS 062 #D034A	SP062D34A0	G01294	177234016600
SOUTH PASS 062 #D035	SP062D3500	G01294	177234016900
SOUTH PASS 062 #D036	SP062D3600	G01294	177234016400
SOUTH PASS 064 #A003A	SP064A0300	G01901	177232001700
SOUTH PASS 064 #A013 ST1	SP064A1300	G01901	177232004800
SOUTH PASS 064 #B014 ST	SP064B1401	G01901	177254002601
SOUTH PASS 064 #B021	SP064B2100	G01901	177254003300
SOUTH PASS 064 #B023	SP064B2300	G01901	177254003600

Asset Name	FWE Acct. Code	Lease Number	API
SOUTH PASS 064 #B034	SP064B3400	G01901	177254005100
SOUTH PASS 064 #C001	SP064C0100	G01901	177254039900
SOUTH PASS 065 #A001	SP065A0101	G01610	177232001001
SOUTH PASS 065 #A009	SP065A0900	G01610	177232004400
SOUTH PASS 065 #A012	SP065A1200	G01610	177232004700
SOUTH PASS 065 #A016A	SP065A1600	G01610	177232005100
SOUTH PASS 065 #A018	SP065A1800	G01610	177232005600
SOUTH PASS 065 #A024	SP065A2400	G01610	177232006700
SOUTH PASS 065 #A027	SP065A2700	G01610	177232007100
SOUTH PASS 065 #A028	SP065A2800	G01610	177232007200
SOUTH PASS 065 #A029	SP065A2900	G01610	177232007400
SOUTH PASS 065 #A030 ST	SP065A3001	G01610	177232007501
SOUTH PASS 065 #A034	SP065A3400	G01610	177232007900
SOUTH PASS 065 #A036 ST	SP065A3602	G01610	177232007802
SOUTH PASS 065 #B011	SP065B1100	G01610	177254001900
SOUTH PASS 065 #B019	SP065B1900	G01610	177254003000
SOUTH PASS 065 #B033 ST2	SP065B3302	G01610	177254005002
SOUTH PASS 065 #C003	SP065C0300	G01610	177254040900
SOUTH PASS 065 #C010	SP065C1000	G01610	177254042800
SOUTH PASS 065 #C022	SP065C2200	G01610	177254045800
SOUTH PASS 065 #C023	SP065C2300	G01610	177254046700
SOUTH PASS 070 #C001	SP070C0100	G01614	177234001200
SOUTH PASS 070 #C002	SP070C0200	G01614	177234001400
SOUTH PASS 070 #C003	SP070C0300	G01614	177234001500
SOUTH PASS 070 #C004	SP070C0400	G01614	177234001600
SOUTH PASS 070 #C006	SP070C0600	G01614	177234001800
SOUTH PASS 070 #C009	SP070C0900	G01614	177234002000
SOUTH PASS 070 #C010	SP070C1000	G01614	177234002200
SOUTH PASS 070 #C011	SP070C1100	G01614	177234002300
SOUTH PASS 070 #C014	SP070C1400	G01614	177234002500
SOUTH PASS 070 #C015	SP070C1500	G01614	177234002600
SOUTH PASS 070 #C017	SP070C1700	G01614	177234002800
SOUTH PASS 070 #C018	SP070C1800	G01614	177234002900
SOUTH PASS 070 #C019	SP070C1900	G01614	177234003000
SOUTH PASS 070 #C021	SP070C2100	G01614	177234003200
SOUTH PASS 070 #C022	SP070C2200	G01614	177234003300
SOUTH PASS 070 #C024	SP070C2400	G01614	177234003500
SOUTH PASS 070 #C025	SP070C2500	G01614	177234003700
SOUTH PASS 070 #C026	SP070C2600	G01614	177234003800
SOUTH PASS 070 #C028	SP070C2800	G01614	177234004000
SOUTH PASS 070 #C029 ST2	SP070C2902	G01614	177234004402
SOUTH PASS 070 #C031	SP070C3100	G01614	177234004500
SOUTH PASS 070 #C032	SP070C3200	G01614	177234004600
SOUTH PASS 070 #C034	SP070C3400	G01614	177234004700
SOUTH PASS 070 #C038	SP070C3800	G01614	177234005100
SOUTH PASS 070 #C039 ST1	SP070C3901	G01614	177234004901

Asset Name	FWE Acct. Code	Lease Number	API
SOUTH PASS 070 #C041	SP070C4100	G01614	177234005400
SOUTH PASS 070 #C042	SP070C4200	G01614	177234005500
SOUTH PASS 070 #C045	SP070C4500	G01614	177234005700
SOUTH PASS 070 #C046 ST3	SP070C4603	G01614	177234005003
SOUTH PASS 070 #C047	SP070C4700	G01614	177234005800
SOUTH PASS 070 #C048	SP070C4800	G01614	177234005900
SOUTH PASS 070 #D001	SP070D0100	G01614	177234006000
SOUTH PASS 070 #D002	SP070D0200	G01614	177234006100
SOUTH PASS 070 #D003	SP070D0300	G01614	177234006200
SOUTH PASS 070 #D005	SP070D0500	G01614	177234006400
SOUTH PASS 070 #D006 ST1	SP070D0600	G01614	177234006501
SOUTH PASS 070 #D007	SP070D0700	G01614	177234006600
SOUTH PASS 070 #D008	SP070D0800	G01614	177234006700
SOUTH PASS 070 #D012	SP070D1200	G01614	177234007100
SOUTH PASS 070 #D013	SP070D130	G01614	177234007200
SOUTH PASS 070 #D014	SP070D1400	G01614	177234007300
SOUTH PASS 070 #D015 ST1	SP070D1501	G01614	177234007401
SOUTH PASS 070 #D016	SP070D1600	G01614	177234007500
SOUTH PASS 070 #D018	SP070D1800	G01614	177234007600
SOUTH PASS 070 #D020	SP070D2000	G01614	177234007800
SOUTH PASS 070 #D021	SP070D2100	G01614	177234007900
SOUTH PASS 070 #D027	SP070D2700	G01614	177234008500
SOUTH PASS 070 #D028	SP070D2800	G01614	177234008600
SOUTH PASS 070 #D030	SP070D3000	G01614	177234008800
SOUTH PASS 070 #D037	SP070D3700	G01614	177234009300
SOUTH PASS 070 #D042 ST1	SP070D4201	G01614	177234009901
SOUTH PASS 070 #D044 ST1	SP070D4401	G01614	177234016201
SOUTH PASS 087 #006	SP08700602	G07799	177224023102
SOUTH PASS 087 #D002 ST	SP087D0201	G07799	177224021001
SOUTH PASS 087 #D003	SP087D0202	G07799	177224021202
SOUTH PASS 087 #D008	SP087D0800	G07799	177224020803
SOUTH PASS 087 #D009	SP087D0900	G07799	177224022600
SOUTH PASS 087 #D011	SP087D1101	G07799	177224022801
SOUTH PASS 087 #D07A	SP087D0700	G07799	177224020900
SOUTH PASS 088 #D005 ST	SP088D0501	G10894	177224021901
SOUTH PASS 088 #D006	SP088D0601	G10894	177224022201
SOUTH PASS 088 #D010	SP088D1001	G10894	177224022701
SOUTH PASS 089 #013	SP08901300	G01618	177224015100
SOUTH PASS 089 #014	SP08901400	G01618	177224017500
SOUTH PASS 089 #B001A	SP089B01A0	G01618	177224005300
SOUTH PASS 089 #B002A	SP089B02A0	G01618	177224005700
SOUTH PASS 089 #B003	SP089B0300	G01618	177224006400
SOUTH PASS 089 #B004A	SP089B04A0	G01618	177224006800
SOUTH PASS 089 #B005	SP089B0500	G01618	177224008400
SOUTH PASS 089 #B006D	SP089B06D0	G01618	177224009500
SOUTH PASS 089 #B007	SP089B0700	G01618	177224008501

Asset Name	FWE Acct. Code	Lease Number	API
SOUTH PASS 089 #B008 ST1	SP089B0801	G01618	177224009901
SOUTH PASS 089 #B009 ST1	SP089B0901	G01618	177224008601
SOUTH PASS 089 #B010	SP089B1000	G01618	177224010900
SOUTH PASS 089 #B011 ST	SP089B1101	G01618	177224010403
SOUTH PASS 089 #B012	SP089B1200	G01618	177224011200
SOUTH PASS 089 #B013	SP089B1300	G01618	177224011704
SOUTH PASS 089 #B014	SP089B1400	G01618	177224011601
SOUTH PASS 089 #B015 ST3	SP089B1503	G01618	177224012703
SOUTH PASS 089 #B016 ST2	SP089B1602	G01618	177224014702
SOUTH PASS 089 #B017 ST	SP089B1701	G01618	177224015901
SOUTH PASS 089 #B018 ST2	SP089B1802	G01618	177224017602
SOUTH PASS 089 #B019 ST	SP089B1901	G01618	177224017901
SOUTH PASS 089 #B020 ST3	SP089B2003	G01618	177224016203
SOUTH PASS 089 #B022	SP089B2200	G01618	177224017800
SOUTH PELTO 001 #A002 ST1	PL001A0201	G04234	177134009201
SOUTH PELTO 001 #A004	PL001A0400	G04234	177134015600
SOUTH PELTO 001 #A005	PL001A0500	G04234	177134009800
SOUTH PELTO 001 #A006	PL001A0600	G04234	177134016100
SOUTH PELTO 009 #001	PL00900100	G02924	177134001300
SOUTH PELTO 009 #002	PL00900200	G02924	177134002300
SOUTH PELTO 009 #005	PL00900500	G02924	177134018700
SOUTH PELTO 009 #006	PL00900600	G02924	177134006100
SOUTH PELTO 009 #007	PL00900700	G02924	177134007800
SOUTH PELTO 009 #010	PL00901000	G02924	177134025300
SOUTH PELTO 010 #002	PL01000200	G02925	177134001000
SOUTH PELTO 010 #003	PL01000300	G02925	177134001400
SOUTH PELTO 010 #004	PL01000400	G02925	177134001600
SOUTH PELTO 010 #005	PL01000500	G02917	177114098000
SOUTH PELTO 010 #006 ST1	PL01000601	G02925	177134002101
SOUTH PELTO 010 #007	PL01000700	G02925	177134002200
SOUTH PELTO 010 #009 ST3	PL01000903	G02925	177134003303
SOUTH PELTO 010 #010	PL01001000	G02925	177134007200
SOUTH PELTO 010 #011 ST2	PL01001102	G02925	177134005102
SOUTH PELTO 010 #012 ST5	PL01001205	G02925	177134006705
SOUTH PELTO 010 #013 ST1	PL01001301	G02925	177134007402
SOUTH PELTO 010 #014	PL01001400	G02925	177134009400
SOUTH PELTO 010 #016 ST2	PL01001602	G02925	177134011802
SOUTH PELTO 010 #017 ST1	PL01001701	G02925	177134012301
SOUTH PELTO 010 #019 ST1	PL01001901	G02925	177134010601
SOUTH PELTO 010 #020	PL01002000	G02925	177134015800
SOUTH PELTO 010 #022 ST1	PL01002201	G02925	177134018201
SOUTH PELTO 010 #023 ST1	PL01002301	G02925	177134016601
SOUTH PELTO 010 #026	PL01002600	G02925	177134018000
SOUTH PELTO 010 #B025	PL010B2501	G02925	177134018301
SOUTH PELTO 011 #017	PL01101700	00071	177134003102
SOUTH PELTO 011 #019 ST1	PL01101901	00071	177134004501

Asset Name	FWE Acct. Code	Lease Number	API
SOUTH PELTO 011 #022	PL01102200	00071	177134012000
SOUTH PELTO 011 #025	PL01102500	00071	177134018900
SOUTH PELTO 011 #031	PL01103100	00071	177134022701
SOUTH PELTO 011 #032	PL01103200	00071	177134022600
SOUTH PELTO 011 #F001	PL011F0100	00071	177130000300
SOUTH PELTO 011 #F002	PL011F0200	00071	177134000500
SOUTH PELTO 011 #F003 ST	PL011F0300	00071	177134001700
SOUTH PELTO 013 #009	PL01300900	G03171	177134019701
SOUTH PELTO 025 #005 (ORRI)	PL02500502	G14535	177134024303
SOUTH PELTO 025 #006 (ORRI)	PL02500600	G14535	177134025003
SOUTH PELTO 025 #JA001	PL025JA01	G14535	177134019800
SOUTH PELTO 025 #JB001 (ORRI)	PL025JB012	G14535	177134020302
SOUTH TIMBALIER 049 #A001 ST2	ST049A0102	G24956	177154123902
SOUTH TIMBALIER 053 #004	ST05300401	G04000	177154043101
SOUTH TIMBALIER 053 #006	ST05300601	G04000	177154083500
SOUTH TIMBALIER 053 #A001	ST053A0101	G04000	177154034402
SOUTH TIMBALIER 053 #A002	ST053A0201	G04000	177154037601
SOUTH TIMBALIER 053 #A003	ST053A0301	G04000	177154038401
SOUTH TIMBALIER 053 #A004	ST053A0400	G04000	177154038500
SOUTH TIMBALIER 053 #A006	ST053A0601	G04000	177154039201
SOUTH TIMBALIER 053 #A007	ST053A0700	G04000	177154040400
SOUTH TIMBALIER 053 #A008	ST053A0800	G04000	177154040500
SOUTH TIMBALIER 053 #A009	ST053A0900	G04000	177154041500
SOUTH TIMBALIER 053 #A010	ST053A1001	G04000	177154043501
SOUTH TIMBALIER 053 #A011	ST053A1100	G04000	177154042400
SOUTH TIMBALIER 053 #A012	ST053A1201	G04000	177154042301
SOUTH TIMBALIER 053 #A013	ST053A1300	G04000	177154044000
SOUTH TIMBALIER 053 #A014	ST053A1400	G04000	177154042900
SOUTH TIMBALIER 053 #A015	ST053A1501	G04000	177154076901
SOUTH TIMBALIER 053 #A016	ST053A1601	G04000	177154043601
SOUTH TIMBALIER 053 #A017	ST053A1701	G04000	177154061101
SOUTH TIMBALIER 053 #A018	ST053A1801	G04000	177154061201
SOUTH TIMBALIER 053 #A019	ST053A1900	G04000	177154077200
SOUTH TIMBALIER 053 #A020	ST053A2001	G04000	177154077101
SOUTH TIMBALIER 053 #A021	ST053A2100	G04000	177154111000
SOUTH TIMBALIER 053 #C001	ST053C0100	G04000	177154067200
SOUTH TIMBALIER 053 #C002	ST053C0200	G04000	177154107300
SOUTH TIMBALIER 053 #I001	ST053I0100	G04000	177154031200
SOUTH TIMBALIER 067 #006	ST06700602	00020	177154078404
SOUTH TIMBALIER 148 #A001	ST148A0100	G01960	177154009400
SOUTH TIMBALIER 148 #A002	ST148A0200	G01960	177154013200
SOUTH TIMBALIER 148 #A003	ST148A0300	G01960	177154015800
SOUTH TIMBALIER 148 #A004	ST148A04	G01960	177154039700
SOUTH TIMBALIER 148 #A005	ST148A05	G01960	177154041100
SOUTH TIMBALIER 148 #A006	ST148A0600	G01960	177154074603
SOUTH TIMBALIER 148 #A007	ST148A0700	G01960	1771540890

Asset Name	FWE Acct. Code	Lease Number	API
SOUTH TIMBALIER 148 #A008	ST148A0801	G01960	177154090501
SOUTH TIMBALIER 148 #A009	ST148A0903	G01960	177154095103
SOUTH TIMBALIER 205 #B001 ST1	ST205B0101	G05612	177154059001
SOUTH TIMBALIER 205 #B002A ST1	ST205B02A1	G05612	177154062901
SOUTH TIMBALIER 205 #B004 ST1	ST205B0401	G05612	177154081601
SOUTH TIMBALIER 205 #B005A	ST205B05A0	G05612	177154103300
SOUTH TIMBALIER 205 #G001 ST1	ST205G0101	G05612	177154106701
SOUTH TIMBALIER 205 #G003 ST1	ST205G0301	G05612	177154115301
SOUTH TIMBALIER 206 #A001 ST1	ST206A0101	G05613	177154057801
SOUTH TIMBALIER 206 #A002 ST1	ST206A0201	G05613	177154060101
SOUTH TIMBALIER 206 #A003	ST206A0300	G05613	177154061000
SOUTH TIMBALIER 206 #A004A	ST206A04A0	G05613	177154074300
SOUTH TIMBALIER 206 #A006	ST206A0600	G05613	177154075100
SOUTH TIMBALIER 206 #A007	ST206A0700	G05613	177154075200
SOUTH TIMBALIER 206 #A008	ST206A0800	G05613	177154075300
SOUTH TIMBALIER 206 #A009	ST206A0900	G05613	177154075400
SOUTH TIMBALIER 206 #A010ST2BP	ST206A1002	G05613	177154075702
SOUTH TIMBALIER 206 #B003 ST1	ST206B0301	G05613	177154074001
SOUTH TIMBALIER 206 #B006	ST206B0600	G05613	177154103000
SOUTH TIMBALIER 276 #A010 ST1	ST276A1001	G07780	177164013301
SOUTH TIMBALIER 276 #A019	ST276A1900	G07780	177164014500
SOUTH TIMBALIER 276 #A029	ST276A2900	G07780	177164022300
SOUTH TIMBALIER 290 #A025	-	G16454	608104014901
SOUTH TIMBALIER 291 #A023	ST291A2300	G16455	608104014700
SOUTH TIMBALIER 295 #A001	ST295A0102	G05646	177164010302
SOUTH TIMBALIER 295 #A002	ST295A0200	G05646	177164005500
SOUTH TIMBALIER 295 #A003	ST295A0300	G05646	177164010400
SOUTH TIMBALIER 295 #A004	ST295A0400	G05646	177164011300
SOUTH TIMBALIER 295 #A005	ST295A0500	G05646	177164011600
SOUTH TIMBALIER 295 #A006	ST295A0600	G05646	177164011800
SOUTH TIMBALIER 295 #A007	ST295A0700	G05646	177164012000
SOUTH TIMBALIER 295 #A008	ST295A0800	G05646	177164012200
SOUTH TIMBALIER 295 #A009	ST295A0900	G05646	177164012300
SOUTH TIMBALIER 295 #A011	ST295A1100	G05646	177164012700
SOUTH TIMBALIER 295 #A012	ST295A1200	G05646	177164012400
SOUTH TIMBALIER 295 #A013 ST1	ST295A1301	G05646	177164012901
SOUTH TIMBALIER 295 #A014	ST295A1400	G05646	177164013400
SOUTH TIMBALIER 295 #A015	ST295A1500	G05646	177164013700
SOUTH TIMBALIER 295 #A016 ST1	ST295A1601	G05646	177164013901
SOUTH TIMBALIER 295 #A017	ST295A1700	G05646	177164014000
SOUTH TIMBALIER 295 #A018	ST295A1800	G05646	177164014400
SOUTH TIMBALIER 295 #A020	ST295A2000	G05646	177164014700
SOUTH TIMBALIER 295 #A021 ST2	ST295A2102	G05646	177164014902
SOUTH TIMBALIER 295 #A022 ST3	ST295A2203	G05646	177164017703
SOUTH TIMBALIER 295 #A023	ST295A2300	G05646	177164018000
SOUTH TIMBALIER 295 #A024	ST295A2400	G05646	177164018300



Asset Name	FWE Acct. Code	Lease Number	API
SOUTH TIMBALIER 295 #A025D	ST295A25D0	G05646	177164018100
SOUTH TIMBALIER 295 #A026	ST295A2600	G05646	177164018400
SOUTH TIMBALIER 295 #A027	ST295A2700	G05646	177164018500
SOUTH TIMBALIER 295 #A030	ST295A3000	G05646	177164022600
SOUTH TIMBALIER 295 #A031	ST295A3100	G05646	177164026100
SOUTH TIMBALIER 295 #A032	ST295A3200	G05646	177164027800
SOUTH TIMBALIER 295 #B001	ST295B0100	G05646	177164028900
SOUTH TIMBALIER 295 #B002 ST1	ST295B0201	G05646	177164029301
SOUTH TIMBALIER 295 #B003	ST295B0302	G05646	177164029202
SOUTH TIMBALIER 295 #B004 ST1	ST295B0401	G05646	177164029101
SOUTH TIMBALIER 295 #B005	ST295B0500	G05646	177164030000
SOUTH TIMBALIER 295 #B006 ST3	ST295B0603	G05646	177164030403
SOUTH TIMBALIER 296 #001	ST29600100	G12981	177164020900
SOUTH TIMBALIER 296 #A028	ST296A2800	G12981	177164021700
SOUTH TIMBALIER 311 # A 1	ST311A01	G31418	177164035500
SOUTH TIMBALIER 311 # A-4	ST311A04	G31418	177164036400
SOUTH TIMBALIER 316 #A001	ST316A0100	G22762	177164028600
SOUTH TIMBALIER 316 #A002	ST316A0200	G22762	177164028800
SOUTH TIMBALIER 316 #A006	ST316A0602	G22762	177164035302
SOUTH TIMBALIER 320 #A002	ST320A02	G24990	177164036200
SOUTH TIMBALIER 320 #A003	ST320A03	G24990	177164036300
SOUTH TIMBALIER 320 #A005 ST	ST320A05	G24990	608104010401
TEAST CAMERON 278 #C010	EC278C1001	G00974	177044110001
VERMILION 261 #A001	VR261A0100	G03328	177064029000
VERMILION 261 #A002	VR261A0200	G03328	177064033000
VERMILION 261 #A004	VR261A0402	G03328	177064032902
VERMILION 261 #A005	VR261A0500	G03328	177064034600
VERMILION 261 #A007	VR261A0700	G03328	177064035400
VERMILION 261 #A008	VR261A0800	G03328	177064084900
VERMILION 262 #A006	VR262A06	G34257	177064035201
VERMILION 265 #A001 ST	VR265A0101	G01955	177064003101
VERMILION 265 #A002 ST1	VR265A0201	G01955	177064004701
VERMILION 265 #A003 ST1	VR265A0301	G01955	177064003201
VERMILION 265 #A006	VR265A0600	G01955	177064005300
VERMILION 265 #A007 ST1	VR265A0701	G01955	177064005501
VERMILION 265 #A010	VR265A1000	G01955	177064006200
VERMILION 265 #A014ST1	VR265A1401	G01955	177064029101
VERMILION 265 #A016ST1	VR265A1601	G01955	177064029301
VERMILION 265 #A017ST1	VR265A1701	G01955	177064033201
VERMILION 265 #A021	VR265A2100	G01955	177064057100
VERMILION 265 #A025	VR265A2500	G01955	177064057400
VERMILION 265 #A027ST1	VR265A2701	G01955	177064058101
VERMILION 271 #I003	VR271I0300	G04800	177064098100
VERMILION 326 #A001	VR326A0100	G21096	177064085000
VERMILION 369 #A014	VR369A1400	G02274	177064073400
VERMILION 369 #D001	VR369D01	G02274	177064087000



Asset Name	FWE Acct. Code	Lease Number	API
VERMILION 380 #009	VR38000900	G02580	177064080100
VERMILION 380 #A001 ST1	VR380A0101	G02580	177064044301
VERMILION 380 #A003 ST1	VR380A0301	G02580	177064044901
VERMILION 380 #A005	VR380A0500	G02580	177064046300
VERMILION 380 #A006 ST2	VR380A0602	G02580	177064046402
VERMILION 380 #A008 ST1	VR380A0801	G02580	177064046901
VERMILION 380 #A010	VR380A1000	G02580	177064047600
VERMILION 380 #A011	VR380A1100	G02580	177064048000
VERMILION 380 #A012	VR380A1200	G02580	177064048700
VERMILION 380 #A015 ST4	VR380A1504	G02580	177064049004
VERMILION 380 #A016 ST2	VR380A1602	G02580	177064084702
VERMILION 380 #A020 ST1	VR380A2001	G02580	177064095601
VERMILION 381 #A017	VR381A1700	G16314	177064085500
VERMILION 381 #A018 ST2	VR381A1802	G16314	177064085702
VERMILION 381 #A021 ST1	VR381A2101	G16314	177064095801
VIOUCA KNOLL 693 #001	VK69300100	G07898	608164015700
VIOUCA KNOLL 693 #002	VK69300200	G07898	608164016000
VIOUCA KNOLL 694 #001	VK69400100	G13055	608164016600
VIOUCA KNOLL 694 #002	VK69400200	G13055	608164016700
VIOUCA KNOLL 694 #003 ST1	VK69400301	G13055	608164036701
VIOUCA KNOLL 694 #004	VK69400400	G13055	608164039700
VIOUCA KNOLL 694 #A009	VK694A0900	G13055	177244073300
VIOUCA KNOLL 824 #004	VK82400402	G15436	608164032902
WEST CAMERON 033 #001	WC03300100	G15050	177004105100
WEST CAMERON 033 #001 SL16473	SL16473010	16473	177002024400
WEST CAMERON 033 #002 SL16473	SL16473020	16473	177002024500
WEST CAMERON 033 #N001 (EC2)	WC033N0100	G15050	177004124000
WEST CAMERON 033 #N002 (EC2)	WC033N0200	G15050	177004124600
WEST CAMERON 033 #N003 (EC2)	WC033N0300	G15050	177004125400
WEST CAMERON 033 #N004 (EC2)	WC033N0400	G15050	177004125500
WEST CAMERON 033 #O001	WC033O0100	G15050	177004126500
WEST CAMERON 033 #O002	WC033O0200	G15050	177004126600
WEST CAMERON 033 #O003	WC033O0300	G15050	177004126800
WEST CAMERON 033 #O004	WC033O0400	G15050	177004126900
WEST CAMERON 035 #A014	WC035A1400	G02819	177004017000
WEST CAMERON 035 #B005	WC035B0500	G02819	177004018600
WEST CAMERON 035 #B013	WC035B1300	G02819	177004024300
WEST CAMERON 035 #C003	WC035C0300	G02819	177004037600
WEST CAMERON 035 #C004	WC035C0401	G02819	177004038701
WEST CAMERON 035 #D005	WC035D0500	G01860	177004039101
WEST CAMERON 065 #008	WC06500801	G02825	177004103701
WEST CAMERON 065 #009	WC06500900	G02825	177004105500
WEST CAMERON 065 #B018	WC065B1800	G02825	177004098900
WEST CAMERON 065 #B019	WC065B1901	G02825	177004099501
WEST CAMERON 065 #B020 ST2	WC065B2001	G02825	177004099701
WEST CAMERON 065 #E007	WC065E0700	G02825	177004129600

Asset Name	FWE Acct. Code	Lease Number	API
WEST CAMERON 065 #JA001	WC065JA100	G02825	177004023300
WEST CAMERON 065 #JA002	WC065JA200	G02825	177004024600
WEST CAMERON 065 #JA003	WC065JA300	G02825	177004040400
WEST CAMERON 065 #JA004	WC065JA400	G02825	177004041500
WEST CAMERON 065 #JA005	WC065JA500	G02825	177004075400
WEST CAMERON 066 #A001	WC066A0100	G01860	177004011300
WEST CAMERON 066 #A002	WC066A0200	G01860	177004011800
WEST CAMERON 066 #A003	WC066A0300	G01860	177004012400
WEST CAMERON 066 #A004	WC066A0400	G01860	177004012600
WEST CAMERON 066 #A005	WC066A0500	G01860	177004012800
WEST CAMERON 066 #A006	WC066A0600	G01860	177004013200
WEST CAMERON 066 #A007 (WC35)	WC035A0700	G01860	177004013500
WEST CAMERON 066 #A008	WC066A0800	G01860	177004014100
WEST CAMERON 066 #A009	WC066A0900	G01860	177004014500
WEST CAMERON 066 #A010	WC066A1000	G01860	177004014700
WEST CAMERON 066 #A011	WC066A1100	G01860	177004014900
WEST CAMERON 066 #A012 (WC35)	WC035A1200	G01860	177004015700
WEST CAMERON 066 #A015	WC066A1500	G01860	177004096100
WEST CAMERON 066 #A016	WC066A1601	G01860	177004096601
WEST CAMERON 066 #A017	WC066A1700	G02826	177004100600
WEST CAMERON 066 #B002	WC066B0200	G02826	177004017600
WEST CAMERON 066 #B003	WC066B0300	G02826	177004017800
WEST CAMERON 066 #B004	WC066B0400	G02826	177004018300
WEST CAMERON 066 #B006	WC066B0600	G02826	177004019100
WEST CAMERON 066 #B007	WC066B0700	G02826	177004019600
WEST CAMERON 066 #B008D	WC066B08D0	G02826	177004020400
WEST CAMERON 066 #B009	WC066B0900	G02826	177004020801
WEST CAMERON 066 #B010	WC066B1000	G02826	177004021400
WEST CAMERON 066 #B012	WC066B1200	G02826	177004023000
WEST CAMERON 066 #B014	WC066B1401	G02826	177004022001
WEST CAMERON 066 #B015	WC066B1500	G02826	177004087600
WEST CAMERON 066 #B016	WC066B1601	G02826	177004097101
WEST CAMERON 066 #B017	WC066B1700	G02826	177004098700
WEST CAMERON 066 #C001	WC066C0102	G01860	177004010502
WEST CAMERON 066 #C002 ST3	WC066C0203	G01860	177004036603
WEST CAMERON 066 #C005 ST2	WC066C0502	G01860	177004098302
WEST CAMERON 066 #D007	WC066D0702	G01860	177004042902
WEST CAMERON 066 #E001	WC066E0100	G02826	177004034700
WEST CAMERON 066 #E002	WC066E0200	G02826	177004043400
WEST CAMERON 066 #E003	WC066E0300	G02826	177004047900
WEST CAMERON 066 #E004	WC066E0400	G02826	177004051500
WEST CAMERON 066 #E006	WC066E0600	G02826	177004087900
WEST CAMERON 071 #018	WC07101800	00244	177004029400
WEST CAMERON 071 #023	WC07102300	00244	177004040500
WEST CAMERON 071 #026	WC07102600	00244	177004067600
WEST CAMERON 071 #027	WC07102700	00244	177004069700

Asset Name	FWE Acct. Code	Lease Number	API
WEST CAMERON 071 #028	WC07102800	00244	177004071000
WEST CAMERON 071 #031	WC07103100	00244	177004118900
WEST CAMERON 071 #D001	WC071D0100	00244	177002000100
WEST CAMERON 071 #D003	WC071D0300	00244	177002004800
WEST CAMERON 071 #D005	WC071D0501	00244	177002004101
WEST CAMERON 071 #D006	WC071D0600	00244	177002006900
WEST CAMERON 071 #D009	WC071D0900	00244	177002008000
WEST CAMERON 071 #F001	WC071F0100	00244	177004102400
WEST CAMERON 071 #F002	WC071F0200	00244	177004102600
WEST CAMERON 072 #001	WC07200100	G23735	177004114900
WEST CAMERON 072 #002	WC07200200	G23735	177004119400
WEST CAMERON 072 #003	WC07200301	G23735	177004125001
WEST CAMERON 102 #002	WC10200200	00247	177002009300
WEST CAMERON 102 #005	WC10200500	00247	177004006800
WEST CAMERON 102 #007	WC10200700	00247	177004008600
WEST CAMERON 102 #008	WC10200800	00247	177004009400
WEST CAMERON 102 #022	WC10202200	00247	177004064300
WEST CAMERON 102 #024	WC10202400	00247	177004062500
WEST CAMERON 102 #H001	WC102H0100	00247	177004103400
WEST CAMERON 102 #H002	WC102H0202	00247	177004104402
WEST CAMERON 110 #006	WC11000600	00081	177002002700
WEST CAMERON 110 #007	WC11000700	00081	177002003000
WEST CAMERON 110 #010 ST1	WC11001001	00081	177004025001
WEST CAMERON 110 #011	WC11001100	00081	177004083400
WEST CAMERON 110 #012 ST2	WC11001202	00081	177004086302
WEST CAMERON 110 #014 ST2	WC11001402	00081	177004090002
WEST CAMERON 110 #015 ST1	WC11001501	00081	177004106501
WEST CAMERON 110 #018 ST2	WC11001802	00081	177004127002
WEST CAMERON 110 #019 ST1	WC11001901	00081	177004127801
WEST CAMERON 110 #05A	WC1105AD64	00081	177002002200
WEST CAMERON 110 #A001	WC110A0100	00081	177000013100
WEST CAMERON 110 #A002C	WC110A02C0	00081	177000013200
WEST CAMERON 110 #A003	WC110A0300	00081	177000013300
WEST CAMERON 110 #A004	WC110A0400	00081	177000013400
WEST CAMERON 110 #A005	WC110A0500	00081	177000038900
WEST CAMERON 110 #A006	WC110A0600	00081	177002004000
WEST CAMERON 110 #C001	WC110C0100	00081	177004112500
WEST CAMERON 110 #F001	WC110F0100	00081	177004107300
WEST CAMERON 110 #F002	WC110F0200	00081	177004119300
WEST CAMERON 290 #002	WC29002	G04818	177014018400
WEST CAMERON 290 #A001	WC290A0100	G04818	177014020700
WEST CAMERON 290 #A002	WC290A0200	G04818	177014024200
WEST CAMERON 290 #A003	WC290A0300	G04818	177014029100
WEST CAMERON 295 #A001	WC295A0101	G24730	177014037501
WEST CAMERON 295 #A002	WC295A0201	G24730	177014039001
WEST CAMERON 67 #D1	WC067D0100	G03256	177004031600

Asset Name	FWE Acct. Code	Lease Number	API
WEST CAMERON 67 #D10	-	G03256	177004098501
WEST CAMERON 67 #D6	-	G03256	177004040700
WEST CAMERON 67 #D9	WC067D0900	G03256	177004078600
WEST DELTA 053 #001	WD05300100	17935	170752037400
WEST DELTA 068 #U001	WD068U0100	00180	177190136200
WEST DELTA 068 #U004	WD068U0400	00180	177192007000
WEST DELTA 068 #U005 ST2	WD068U0502	00180	177192007502
WEST DELTA 068 #U006	WD068U0600	00180	177192008600
WEST DELTA 068 #U009	WD068U0900	00180	177192011401
WEST DELTA 068 #U011	WD068U11	00180	177192013603
WEST DELTA 068 #U013 ST2	WD068U1302	00180	177194065102
WEST DELTA 068 #U014	WD068U1400	00180	177194065300
WEST DELTA 069 #D007 ST2	WD069D0702	00181	177190063802
WEST DELTA 070 #D001D	WD070D0100	00182	177190063300
WEST DELTA 070 #D005	WD070D0500	00182	177190063600
WEST DELTA 070 #D008	WD070D0800	00182	177190063900
WEST DELTA 070 #D009	WD070D0900	00182	177190064000
WEST DELTA 070 #D010	WD070D1000	00182	177190066700
WEST DELTA 070 #D011	WD070D1100	00182	177194036800
WEST DELTA 070 #D012	WD070D1200	00182	177194037200
WEST DELTA 070 #D013	WD070D1300	00182	177194057000
WEST DELTA 070 #D014	WD070D1400	00182	177194057200
WEST DELTA 070 #E001 ST1	WD070E0101	00182	177190108201
WEST DELTA 070 #E002	WD070E0200	00182	177190067800
WEST DELTA 070 #E003	WD070E0300	00182	177190066500
WEST DELTA 070 #FF001	WD070FF100	00182	177194084200
WEST DELTA 070 #FF002	WD070FF200	00182	177194084300
WEST DELTA 070 #FF003	WD070FF300	00182	177194084400
WEST DELTA 070 #I003 ST1	WD070I0301	00182	177190091301
WEST DELTA 070 #I004	WD070I0400	00182	177190091500
WEST DELTA 070 #I005 ST1	WD070I0501	00182	177190095001
WEST DELTA 070 #I006 ST	WD070I0601	00182	177190095101
WEST DELTA 070 #I008 ST1	WD070I0801	00182	177190102101
WEST DELTA 070 #I010 ST1	WD070I1001	00182	177190105701
WEST DELTA 070 #I012 STBP2	WD070I1202	00182	177194010702
WEST DELTA 070 #I013	WD070I1300	00182	177194038400
WEST DELTA 070 #I014	WD070I1400	00182	177194061100
WEST DELTA 070 #I015	WD070I1500	00182	177194061300
WEST DELTA 070 #I016 ST	WD070I1601	00182	177194064201
WEST DELTA 070 #I017	WD070I1700	00182	177194064600
WEST DELTA 070 #L003	WD070L0300	00182	177190113800
WEST DELTA 070 #L004	WD070L0400	00182	177190115100
WEST DELTA 070 #L005	WD070L0500	00182	177190115500
WEST DELTA 070 #L006	WD070L0600	00182	177190115000
WEST DELTA 070 #L010	WD070L1000	00182	177190119500
WEST DELTA 070 #L011	WD070L1100	00182	177190121400

Asset Name	FWE Acct. Code	Lease Number	API
WEST DELTA 071 #E006	WD071E0600	00838	177190073200
WEST DELTA 071 #E007 ST1	WD071E0701	00838	177190095601
WEST DELTA 071 #E009 ST1	WD071E0901	00838	177190091701
WEST DELTA 071 #E010	WD071E1000	00838	177190095700
WEST DELTA 071 #O001 ST2	WD071O0102	00838	177190118502
WEST DELTA 071 #O003	WD071O0300	00838	177190121500
WEST DELTA 071 #O004 ST1	WD071O0401	00838	177190124301
WEST DELTA 071 #O005	WD071O0501	00838	177190125001
WEST DELTA 071 #O006	WD071O0601	00838	177190127101
WEST DELTA 071 #O007	WD071O0702	00838	177190129602
WEST DELTA 071 #O009	WD071O0900	00838	177190133600
WEST DELTA 071 #O010	WD071O1000	00838	177194002500
WEST DELTA 071 #O013	WD071O1303	00838	177192001102
WEST DELTA 075 #A004B	WD075A04B0	G01085	177190074300
WEST DELTA 075 #A010D	WD075A10D0	G01085	177190082700
WEST DELTA 075 #A015	WD075A1500	G01085	177194030300
WEST DELTA 075 #B002	WD075B0201	G01085	177190131301
WEST DELTA 075 #B009	WD075B0900	G01085	177190136800
WEST DELTA 075 #B017 ST	WD075B1701	G01085	177194019501
WEST DELTA 075 #B024	WD075B2400	G01085	177194045700
WEST DELTA 075 #B026 ST	WD075B2601	G01085	177194046601
WEST DELTA 075 #F002 ST2	WD075F0200	G01085	177194042800
WEST DELTA 075 #G002	WD075G0200	G01085	177194056600
WEST DELTA 090 #A001	WD090A0100	G01089	177190061600
WEST DELTA 090 #A005	WD090A0500	G01089	177190128700
WEST DELTA 090 #A009D	WD090A09D0	G01089	177190077300
WEST DELTA 090 #B004 ST1	WD090B0401	G01089	177190132101
WEST DELTA 090 #B011 ST	WD090B1101	G01089	177192000801
WEST DELTA 090 #B018	WD090B1800	G01089	177194040400
WEST DELTA 090 #B020	WD090B2001	G01089	177190135901
WEST DELTA 090 #B021	WD090B2100	G01089	177194041500
WEST DELTA 090 #B027	WD090B2700	G01089	177194046700
WEST DELTA 090 #F004	WD090F0400	G01089	177194057700
WEST DELTA 090 #F005 ST2	WD090F0502	G01089	177194057902
WEST DELTA 090 #F006	WD090F0600	G01089	177194058601
WEST DELTA 094 #V001	WD094V0100	00839	177192005700
WEST DELTA 094 #V002	WD094V0200	00839	177192011600
WEST DELTA 094 #V003	WD094V0300	00839	177192014900
WEST DELTA 094 #V004	WD094V0400	00839	177192015500
WEST DELTA 094 #V014	WD094V1400	00839	177194039000
WEST DELTA 094 #V015	WD094V1500	00839	177194064000
WEST DELTA 094 #V016	WD094V1602	00839	177194063902
WEST DELTA 095 #S005 ST1BP1	WD095S0502	G01497	177190126202
WEST DELTA 095 #S006	WD095S0600	G01497	177190135400
WEST DELTA 095 #S008	WD095S0800	G01497	177190127700
WEST DELTA 095 #S010 ST1	WD095S1001	G01497	177192000101